



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

**Case Reference : LON/OOAR/LSC/2021/0025**

**Property : 6 Winston Close, Romford, Essex, RM78LL**

**Applicant : Janet Meah**

**Representative : In person**

**Respondents : Charles David Casson Ltd**

**Representative : NA**

**Type of Application : For determination as to payability of service charges pursuant to s 27A Landlord and Tenant Act 1985 .**

**Tribunal Member : Judge Shepherd**

1. In this Application the Applicant, Janet Meah (“the Applicant”) is seeking a determination of the payability of service charges charged by the Respondents Charles David Casson Limited (“The Respondents”) who are managing agents for premises at 6 Winston close, RM7 8LL. The premises consist of a two bedroom flat in a purpose built block of flats three floors high with the premises on the middle floor. The period of challenge is in relation to the service charges

for March 2018, March 2019, March 2020 and March 2021. The total value of the dispute is £4500.68. The landlord is Florey Investments Limited.

## **The challenge**

2. The central plank of the Applicant's challenge relates to section 21B of the Landlord and Tenant Act 1985. It is the Applicant's case that the Respondents have failed to lawfully claim service charges from her in accordance with section 21B. For whatever reason the Respondents have completely failed to engage with the Tribunal and its directions. It's understood that there was a change of officer in the Respondent's ranks but this does not excuse their complete failure to engage. Indeed, neither party has been particularly responsive to directions imposed by the Tribunal but the Applicant at least has provided documents for the bundle albeit that they are not in bundle form. As a result of this the Tribunal has had to spend time putting the documents together in the form of a bundle.
  
3. In her application the Applicant says that the Respondents have *not followed the rules by law for issue and breakdown of invoices demanding service charges no summary of demands and no summary of tenants rights obligations information sheet*. As already said, this is the essence of her challenge. It is surprising to say the least that the Respondents have not dealt with the challenge because it will be seen that the effect of section 21B is that if the summary of rights and obligations is not included with a demand then the sums claimed are not due until such time as the summaries are provided.

## **The law**

Landlord and Tenant Act 1985

### ***21B Notice to accompany demands for service charges***

*(1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.*

*(2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.*

*(3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.*

*(4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it*

*(5) Regulations under subsection (2) may make different provision for different purposes.*

*(6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.*

### **Determination**

4. It is patently clear from the documents provided by the Applicant that the Respondents have not served proper demands. Their predecessors who were Stiles Harold Williams Partnership LLP apparently did serve the statement of rights and obligations when they made demands of the Applicant. In contrast the invoices sent by the Applicant that she had received from the Respondents do not comply with section 21B because there is no summary of rights and obligations attached. Accordingly, the Tribunal must reach the conclusion on the evidence before it that none of the sums claimed by the Respondents are due for the period in question. It is perplexing that the Respondents have failed to comply with obligations which are well known to managing agents.
5. Accordingly, the Tribunal determines that none of the sums claimed for the period in question namely March 2018 to March 2021 inclusive ( a total sum of £4500. 68) are due. In addition, the Tribunal determines that it will exercise its discretion in favour of the Applicant in relation to section 20C of the Landlord and Tenant Act 1985. This will preclude the Respondents from recovering any of its costs incurred in these proceedings via the service charge.

6. Finally, the Tribunal would comment as follows. It is plain that the Applicant has had a poor service from the Respondents. She has written to them repeatedly asking for information which they ought to have provided. Instead of providing this information they have at best “stonewalled” her. It is understood that there are other properties in the block presumably also managed by the same managing agents. It seems very likely that they also will bring challenges against the managing agents and they would be well advised to resolve the management issues urgently otherwise their tenure in managing the premises is likely to come to an end very soon.

#### ANNEX - RIGHTS OF APPEAL Appealing against the tribunal’s decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
3. 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.
4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.