

LON/00AU/LBC/2005/0029

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
ON APPLICATIONS UNDER REGULATION 9 OF THE
LEASEHOLD VALUATION TRIBUNALS (FEES) (ENGLAND)
REGULATIONS 2003 AND PARAGRAPH 10 OF SCHEDULE 12
OF THE COMMONHOLD AND LEASEHOLD REFORM ACT
2002**

Applicant: Miss Sabrina Uteeme

Respondent: Mr. Jude Robinson

Premises: 50a, Balls Pond Road, London, N1 4AP

Date of Hearing: 27 March 2006

Tribunal: Mr. L. W. G. Robson LLB(Hons) MCIArb
Mr. P. M. J. Casey MRICS
Dr. A. M. Fox BSc PhD MCIArb

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL**

Commonhold & Leasehold Reform Act 2002 Section 168 LON/00AU/2005/0029

Applicant: Ms S. Uteeme (Landlord)

Respondent: Mr J. Robinson (Tenant)

Re: 50A Ball's Pond Road London N1 4AP

Hearing Date: 27th March 2006

**Tribunal:
Mr L.W.G. Robson LLB(Hons) MCI Arb
Mr P. M. J. Casey MRICS
Dr A. M. Fox BSc PhD MCI Arb**

Decision on Applications for Reimbursement of Fees and Payment of Costs

1. The Applicant applied on 21st November 2005 for a determination under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 that breaches of the lease of the property dated 24th November 1989 (the Lease) had occurred, prior to the issue of a notice under Section 146 of the Law of Property Act 1925.
2. When the Tribunal issued its decision on 27th April 2006 it reserved the fees and costs issue. It gave the parties the opportunity to make a written submission on reimbursement of the Applicant's fees (under Regulation 9 of the Leasehold Valuation Tribunals (Fees) Regulations 2003), and the Respondent's application at the hearing for the Tribunal to exercise its discretion to order costs against the Applicant (up to a maximum of £500 under Paragraph 10 of Schedule 12 of the Commonhold & Leasehold Reform Act 2002).
3. The Tribunal duly considered the submission made on behalf of the Respondent dated 11th May 2006, and the submission made by the Applicant dated 18th May 2006.
4. The Tribunal decided not to exercise its discretion in either application.
5. While the Applicant was entitled to issue the application and pursue it to a hearing, she pursued a number of issues on which she was unsuccessful, and did not comply with the Tribunal's Directions for hearing promptly. In the Tribunal's view a more conciliatory approach by the Applicant would have brought the matter to a satisfactory conclusion earlier.

6. While the Respondent was largely successful in resisting the application, by the date of the hearing he was still technically in breach of the Lease, and in the Tribunal's view, seemed only to treat the insurance issue seriously at a late stage, having been on notice of the issue for several months. Also Paragraph 10(2)b) requires the party against whom an order is sought to have acted "...*frivolously, vexatiously, abusively, disruptively or otherwise unreasonably*...". On a proper construction, this wording suggests quite extreme conduct. While the Tribunal considered that the Applicant could have handled her case more effectively, it did not consider that her conduct fell within the meaning of Paragraph 10(2)b).

Signed:

Chairman

Dated: ...8.6.06...