CASE NUMBER: CHI/15UE/LSC/2005/0057/01

RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN LEASEHOLD VALUATION TRIBUNAL

KIMING
STRATTON ROAD
BUDE
CORNWALL
EX23 8AW

MR R R STEWART
(Applicant)

AND

MR AND MRS D STEVENS, MR S WEST AND MS S GRIFFIN, MRS H WARE, MR AND MRS R P RICHARDS, MR C MACRO, MR R W KEENAN, MRS M POPE, MR AND MRS W DICKERSON, MR H SMITH AND MS A ROLAND AND MR G SMITH
(Respondents)

In The Matter Of
Section 27a Landlord And Tenant Act 1985 (As Amended)

And In The Matter Of
The Rent Assessment Committee (England And Wales)
Leasehold Valuation Tribunal (Services Charges Etc)
Order 1997

LANDLORD'S APPLICATION FOR DETERMINATION OF LIABILITY TO PAY SERVICE CHARGES IN RESPECT OF THE FINANCIAL YEARS 2004 AND 2005

TRIBUNAL
R O Batho MA BSc LLB FRICS FCIARB
A J Lumby BSc FRICS
P Groves

DETERMINATION

Summary Decision

1. This case arises out of the Landlord's application for the determination of liability to pay service charges for the financial years 2004 and 2005. Under Section 27a of the Landlord and Tenant Act 1985 (as amended) service charges are payable only if they are reasonable. The Tribunal has determined that, for the most part, the charges for both years are reasonable, but the Tribunal concludes that the management charges are excessive, and arise out of a misreading of the provisions of the lease.

2. The Tribunal allows the lessees' application under Section 20c of the Landlord and Tenant Act 1985 by limiting to 50% the amount of the landlord's costs in relation to the Section 27a application which he may recover by way of service charge.

Application

3. On 17th June 2005 Mr R R Stewart, the landlord of Kiming Flats Stratton Road Bude Cornwall EX23 8AW and occupier of Flat 15, made an application to the Leasehold Valuation Tribunal for the determination of the reasonableness of service charge costs incurred for the year ending on 31st December 2004 and to be incurred during the year ending on 31st December 2005 in respect of Kiming Flats.

4. In a brief accompanying statement, the landlord explained that some service charge payments for the year ending in 2004 remained outstanding, and that this failure to pay arose out of arguments about the interpretation of the leases, arguments which had delayed the execution of planned maintenance works but which were also causing other management difficulties.

Directions and Hearing

5. Provisional directions were issued on 21st June 2005 and became effective on 5th July 2005, no objection having been raised to them. The Tribunal inspected the premises on Wednesday 28th September 2005 and a hearing of the matter was commenced later than day. It then became apparent that, although considerable documentation had been made available, that documentation was inadequate to enable the Tribunal to make a proper determination of the matter: further directions were issued requiring the production of additional documentation, and the hearing resumed on Tuesday 15th November 2005.

The Property

6. Kiming Flats comprise a total of nineteen units in three blocks built on a site fronting Stratton Road in Bude. As the site was originally developed there were only fourteen flats, but a further five were added by the conversion of Kiming itself in about 1994, that is to say some twenty years after the original flats were built. Mr and Mrs Stewart occupy Flat 15 and accordingly Mr Stewart is both landlord and tenant.

The Lease Provisions

7. Although the flats were created at different times, the Tribunal is satisfied that the relevant service charge provisions are substantially similar. Although strict application of the apportionment provisions would result in the landlord collecting slightly more than 100% of the overall costs, it is clear that Mr Stewart has in practice made an appropriate adjustment so that there is not, in this sense, any over charging.

8. Taking the lease of Flat 6 in Block 1 as an example, therefore, the landlord covenants to insure the buildings and (by Clause 5(d))

> "that (subject to contribution and payment as herein provided) the lessor will maintain repair decorate and renew
> (i) the main structure and in particular the roof gutters and rainwater pipes (of block 1)
> (ii) the waterpipes drains and electric cables and wires in under and upon the Common Property and enjoyed or used by the Lessee in common with the owners and lessees of the other flats and all other persons entitled to the like right
> (iii) the entrances balconies landings and staircases of block 1 so enjoyed or used by the Lessee in common as aforesaid and
> (iv) the boundary walls and fences of the common property
> (v) that (subject to aforesaid) the Lessor will so far as practicable keep clean and reasonably lighted the balconies and staircases and other parts of the Common Property so enjoyed or used by the Lessee in common as aforesaid and so as far as practicable keep the forecourt garden and other parts of the Common Property in good condition and (as to the garden) cultivation;
> (vi) that (subject as aforesaid) the Lessor will so often as reasonably required decorate the exterior of the building in such manner as shall be agreed by a majority of the owners or lessees of the flats comprised in the two blocks of flats or failing agreement in the manner in which the same was previously decorated or as near thereto as circumstances permit and in particular will paint the exterior parts of the building usually painted with two coats at least of good paint at least once every three years."

9. The lessees respectively covenant (clause 4.2) that they will

> "contribute and pay one equal (eighth) part of the costs expenses outgoings and matter mentioned in part (i) of the fourth schedule hereto and to contribute and pay one equal (eighteenth) part of the costs expenses and outgoings and matters mentioned in part (ii) of the said fourth schedule; part (iii) thereof shall be incorporated in this lease."

10. Clause 4.2 then goes on to make the further provision that

> "(b) the contribution under paragraph (a) of this clause for each year shall be estimated by the Lessor (whose decision shall be final) as soon as practicable after the beginning of the year and the Lessee shall pay the estimated contribution by two instalments on March 25th and September 29th in that year;
> (c) as soon as reasonably maybe after the end of the year when the actual amount of such said costs expenses outgoings and matters for the year ended on 31st December 1974 or such succeeding year (as the case may be) has been ascertained the Lessee shall forthwith pay the balance due to the Lessor or be credited in the Lessor's books with any amount overpaid;
> (d) the certificate of the auditor for the time being of the Lessor as to any amount due to the Lessor under paragraph (c) of this clause shall be final and binding on the parties;

(e) the Lessee shall pay (one fourteenth) of the Lessor's auditor's costs and expenses of the auditing of the said accounts and for the provision of the certificate provided for in sub clause (d) of this clause."

11. There is also the provision (clause 4.3) that

"so long as the flat shall not be separately assessed for water rates to pay a due proportion of the water rate assessed on the Common Property (excluding any flat in the Common Property for the time being separately assessed) such proportion to the be determined by the Lessor on the basis of each flat in the Common Property being of equal value."

12. The Fourth Schedule sets out the "Costs Expenses and Outgoings and matters in respect of which the Lessee is to contribute" and is divided into three parts. Part I describes the matters in respect of which the lessee is to contribute as

"1. The expenses incurred by the Lessor in carrying out his obligations under clause 5(d) (i) (iii) and (vi) of this lease
2. All rates (including water rate) taxes and outgoings (if any) payable in respect of any part of Block 1 other than those payable solely in respect of the flat
3. The expenses incurred by the Lessor with provision of a dustbin for the use of each of the flats comprised in the First block and the repair and replacement thereof so often as the Lessor may consider necessary.
4. All other expenses (if any) incurred by the Lessor in and about the maintenance and proper convenient management and running of Block 1 including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in Block 1 and any legal or other costs bona fide incurred by the Lessor in taking or defending proceedings (including any arbitration) arising out of any Lease of any part of Block 1 or any claim by or against any Lessee or tenant thereof (other than a claim of rent along) or by any third party against the Lessor as occupier of any part of Block 1."

13. Part II specifies that the further matters in respect of which the lessee is to contribute are

"1. Expenses incurred by the lessor in carrying out his obligations under clause 5(d) (ii) (iv) and (v) of this Lease
2. All rates (including water rates) tax and outgoings (if any) payable in respect of the Common Property.
3. All other expenses (if any) incurred by the lessor in and about the maintenance and property and convenient management and running of the Common Property including in particular but without prejudice to the generality of the foregoing and any legal or other cost bona fide incurred by the Lessor in taking or defending proceedings of whatever kind (including arbitration) in respect of any part of the Common Property excluding the first block and the second block."

14. The corresponding provision of Part III is

"1. The Lessor or the Lessor's auditors or managing agents shall keep proper books of account which shall be available for reasonable inspection during normal business hours by the Lessee on notice showing the expenditure incurred under this Schedule and the contributions thereto received from the Lessees of the flats.
2. The Lessor shall be entitled to employ contractors to carry out any of his obligations under this Lease. If any repairs redecorations renewals maintenance or cleansing are carried out by the Lessor himself he shall be entitled to charge as the expense thereof his normal charges (including profit) in respect thereof.

3. If the Lessor does not employ managing agents in respect of the Common Property he shall be entitled to add a sum not exceeding 15% to any of the items in Parts 1 and 2 of this schedule for administration expenses."

The Cases Presented

15. The **landlord's case** was presented by both Mr and Mrs Stewart, both of them being involved in the day to day management of the flats. In presenting his case at the first part of the hearing, Mr Stewart said that the fundamental question that he wanted resolved was whether or not the bills which he has issued to the lessees were reasonable: if they were, he wanted the Tribunal to certify them as such.

16. The Kiming Residents Association, which spoke for the tenants but which, according to his application, was not a recognised tenants' association, made a number of criticisms of him which were unjustified. He could not fulfil his obligations under the lease unless money to do so was paid and, as the leases contained no sinking fund provision, he inevitably had to finance any work done in the early part of the year: if people did not pay then the position became progressively worse. Cyclical maintenance, which was one of the matters in respect of which the lessees complained, was a requirement of the lease, and he could not accept the attempts made by some lessees to delay or prevent this work from being done.

17. He had been reasonable throughout: although he had presented accounts information in edited form so as to make it easier to understand, he had always made it clear that full information was available from his accountants, and that the lessees were welcome to approach either his accountants or his solicitors to clarify any matter at any time. Mrs Quinn, the secretary of the residents association, had inspected the more detailed information and he thought that she had approved it on the lessees' behalf.

18. When the hearing was resumed, and the more detailed accounts were available to the Tribunal and to the lessees, Mr Stewart made no further presentation but he and Mrs Stewart answered a number of specific queries relating to BT charges, grounds maintenance, insurance, the running of the launderette, dealing with petty cash and the way in which management charges were calculated.

19. Mr Stewart said that he endeavoured to make consistent application of the terms of the lease and that he had sought the advice of legal firms in both Bude and Exeter in an attempt to ensure that he was doing that. Having taken that advice, he had then referred the matter to the Tribunal so that they could rule upon the reasonableness of the amounts that he sought. He had informed the leaseholders at all stages and believed that he had done everything reasonable to keep people informed.

20. The **lessees** of flats 5, 7, 14, 15, 16 and 19 were not respondents to Mr Stewart's application but the lessees of the other flats were. At the hearing they were represented by Mr Richards, the lessee of flat 6; by Mrs Stephens who, with her husband, is lessee of flats 1, 2, 12 and 13, and by Mrs Quinn who, although not a lessee, is the secretary of the Kiming Residents Association.

21. Mr Richards explained to the Tribunal that he and his wife were holiday home owners rather than permanent residents, so that their involvement with the residents' association was limited. His particular concern related to Mr Stewart's rigid adherence to the lease in terms of frequency with which redecoration was carried out and the way in which charges were apportioned, particularly in so far as no acknowledgement was made of the fact that some lessees had replaced the original timber framed windows in their flats with pvc-u framed and double glazed units. He argued quite forcefully that the basis of charge for management was unreasonable and involved double counting.

22. Mrs Quinn also raised the question of cyclical maintenance and questioned why it was necessary to keep to the three year maintenance period provided for in the lease when the lessees had been advised that the paint used was subject to a ten year guarantee. She too complained about the overheads, whereby Mr Stewart both charged an amount for office work and added a 15% management fee. She went on to say that the lessees simply wanted to be involved in the management process: Mr Stewart's style was that there was no consultation and the lessees were simply told what was going to happen. There had been no full disclosure of the accounts and neither Mr nor Mrs Stewart attended the meetings of the residents' association. Overall, the lessees whom she represented believed that the service charges were unreasonable and that the lack of consultation was a continuing problem.

23. Mrs Stephens put forward similar arguments, complaining about a lack of communication, a lack of such information as might prompt any challenge of the accounts and a general need for transparency.

24. The lessees together, at the first part of the hearing, also said that they now wished to make an application under Section 20c of the Landlord and Tenant Act 1985, such that they amount that Mr Stewart could recover by way of costs in relation to the application should be limited. As the application had been made by Mr Stewart they were not aware that that possibility was open to them at the outset, and they now wished to deal with it: they had tried to negotiate with Mr Stewart, without success, and did not wish to be penalised for this failure. They wanted guidance as to how they could work with Mr Stewart in the future and then endeavour to agree that matters would be acceptable to everyone.

25. The Tribunal agreed that it would be right to allow such an application, and noted that the standard forms do not make the opportunity to do this clear to tenants when the landlord is the applicant.

26. At the resumed hearing the lessees again challenged the management charges and they raised questions on a range of topics as detailed above. They again repeated their view that some additional costs could have been avoided by better consultation, and that accordingly they should not pay all of these costs.

27. Accordingly they quantified the nature of their Section 20c application saying that they should be responsible for no more than between 25% and 50% of those costs.

28. They again repeated their view that more consultation would be beneficial, although Mrs Stewart pointed out that she and her husband had responded to the comments regarding estimates for decoration, but when they put figures to the lessees there was no response.

29. There was a further complaint from some lessees that although they had paid money in advance the work had not been done, and yet they had not been offered any refunds on the payments which they had made.

Consideration

30. It is unfortunately clear to the Tribunal, from the documentation submitted to them and from what was said during both parts of the hearing, that there are distinctly strained relationships between the landlord and the lessees. Whilst both parties were at pains to produce documentation which they considered relevant, much of that documentation simply highlighted the strains in those relationships rather than directly addressing the issue of the reasonableness of the service charge.

31. The landlord obviously feels that the lessees have placed unreasonable pressures on him, and have been obstructive of what he has been seeking to achieve. At the resumed hearing he advised the Tribunal that what he described as a bundle of Residents' Association correspondence defamatory of him had been pushed through the letter box of offices in Bude: who may have been responsible for that is not known, but the action, and the effect which it had on Mr Stewart, appears to illustrate a very poor relationship between the parties. The lessees clearly seek a more open approach by the landlord, and consultation with him over the various matters that arise. Although better communication between the parties might have helped matters, there seems to be significant misunderstanding on the part of the lessees as to the parties' respective roles.

32. The landlord has a responsibility to manage the property in accordance with the terms of the various leases, and the Tribunal does not consider that it is open to the lessees to complain when he does this. Despite what was said, the issue before the Tribunal is not whether Mr Stewart is a reasonable man, or whether he has behaved in a reasonable fashion, but whether the charges which he seeks to recover from the lessees are in accordance with the terms of their respective leases and whether or not they are reasonable.

Findings – 2004 Account

33. Dealing with specific matters of expenditure in the order in which they were dealt with at the resumed hearing, the Tribunal finds as follows:-

34. One matter charged for under clerical and secretarial for the year 2004 was "analysing BT bill proportions for RRS and flats and typing up result." Mrs Stewart explained that the work described involved a division of the call charges between those which were personal to Mr Stewart and herself and those which related to the flats. This analysis charge is part of the overall management charge as referred to below, but no challenge was made in respect of the *BT charges*, or the apportionment that was actually made and the Tribunal finds as a matter of fact that the apportionment is accepted by the lessees.

35. In relation to the *general grounds maintenance*, a question had been raised as to what this actually involved and Mr Stewart had explained that it related to the collection of rubbish and bottles which accumulate around the site, checking lights on common walkways and so on.

36. The lessees did not appear to dispute that the work was being done, or that it was being done properly: their complaint was simply that there had been no consultation on the level of service provided although, by Mr Stewart's account, there had been no offer to do the work or any attempt to minimise the level of work required by minimising the amount of litter.

37. Comparison with the labour rates quoted to Mr Stewart by J E Stacey and Company Limited by their letter of 2nd May 2002, the labour rates being charged for this work appeared to the Tribunal to be reasonable and so, in the absence of contrary evidence, the Tribunal again concluded, as a matter of fact, that the charge under this head should be accepted as reasonable.

38. Mr Stewart had explained, in response to a specific question, that the *insurance* policy on the flats contained a requirement that, where flats were left empty for more than a certain period of time, they needed to be checked at least once a week and a record kept of these inspections. The Tribunal accepts that this type of inspection is a common requirement of insurance policies, but finds that carrying out such a check is not something that would normally be included in a manager's responsibilities. It is therefore considered reasonable to allow the landlord to make a separate charge for this work, and it was again reasonable to apportion that charge amongst all of the lessees, since all would get the benefit of the insurance policy being properly maintained.

39. During questioning on the part of the lessees, the view was expressed that the item in respect of laundrette expenses was excessive. Mrs Stewart replied by saying that none of the users of the launderette facility ever cleared up after them and this had to be done, as did general maintenance of the machines. Generally speaking, the work was done by her on a Sunday morning, when the machines were not in use. The lessees then argued that this work should not be charged for at a "weekend" labour rate of £10.00 per hour, but at only £8.00 an hour. The Tribunal concludes that the charges as presented are reasonable.

40. Questions were also raised about the level of charge for *gardening work*, with Mrs Quinn saying that the charge for maintaining a local churchyard was only about half of the charge which Mr Stewart was seeking to recover. Mr and Mrs Stewart explained in evidence that Mrs Stewart did some gardening, but that Mr Stewart had sought quotations for the other gardening work and that the contractor whom he had chosen had tendered the lowest price. Since choosing this contractor he had asked for a further written quotation at the beginning of each year and the labour rate charge stayed the same for the past two years. The garden required considerable maintenance, particularly when an account was taken of the high hedges abutting a public right of way which need to be maintained at regular intervals.

41. The Tribunal concluded that selecting a contractor by the sort of tendering process which Mr Stewart described was most likely to produce a proper charging basis. Whilst the reference to the costs in the local churchyard were of interest, no information had been given as to the size of the churchyard, the amount of work required or done and there was no written evidence to substantiate anything of what was put forward.

42. Accordingly the Tribunal concluded, as a matter of fact, that the charges for gardening which Mr Stewart sought to recover, both for Mrs Stewart's and the contractor's time, were reasonable. Whilst it might normally be considered reasonable to review costs every few years, the fact that this particular contractor had not increased his charges justified the view that it was unnecessary to seek new tenders on an annual basis.

43. Specific questions were also raised with regard to the charges made by Peter Peter and Wright, the solicitors employed by Mr Stewart, by Passmore Wright, the surveyors from whom he sought advice, and by Metherell Gard, the Chartered Accountants who audited the accounts. Upon consideration the Tribunal concluded that these charges were reasonable.

44. A query was also raised regarding the invoice of Nigel Marshall Technical Services dated 6th November 2004 in relation the *electrical installation* for the outside lighting and the relocation of the switches and controls: it was suggested that it was inconsistent for Mr Stewart to "look to the future" here but not to do so in respect of other aspects of maintenance. Mr Stewart explained that it was necessary to relocated the controls because alterations of the building meant that they were located in what was, for practical purposes, a private house, but that they needed updating in any event, and that what the electrician had done was to replace a timer with a sensor, so that the overall cost of outside lighting was reduced. The Tribunal concluded that this action on his part, and accordingly the charge concerned, was reasonable.

45. This leaves the question of *management charges*. In the accounts Mr Stewart sought to recover £337.62 in respect of postage, stationery and telephone and a further £2,361.89 in respect of clerical work. He then sought to recover 15% on all outgoings, including these clerical costs, by way of a management charge. His justification for doing this was the lease provision quoted above, namely that

> If the lessor does not employ managing agents in respect of the common property he shall be entitled to add a sum not exceeding 15% to any of the items in Parts 1 and 2 of this schedule for administration expenses."

but the lessees argued that this meant that Mr Stewart was charging twice for the same work.

46. The Tribunal concludes that Mr Stewart's understanding of the lease on this point is wrong and, in so far as he has acted on the advice given to him by his solicitors, that that advice is wrong. The Tribunal's reading of the lease provision is that the landlord is entitled to employ managing agents, and to charge the cost of so doing to the service charge account, but that if he elects to carry out the management function himself then he may make a charge calculated as a maximum of 15% of the other service charge outgoings.

47. This means that he cannot both charge for the cost of the work which a managing agent would normally be expected to do and then charge the additional 15%.

48. The normal expectation of what a managing agent would do is set down in the provisions of the Service Charge Residential Management Code ("the Code") published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to Section 87 of The Leasehold Reform Housing and Urban Development Act 1993. Much of what Mrs Stewart has been doing had been the work which a managing agent would normally expect to do, and the costs of telephone calls, postages and photocopying are costs which a managing agent would normally be expected to include in his management fee. The Tribunal accepts that where only one property is being managed then those costs may seem disproportionate, and that where a number of properties are being managed then the overhead costs may be spread, but that is nonetheless a choice which the landlord must make.

49. On this basis, the Tribunal considers the separate charge of £337.82 for postage, stationery and telephone to be unreasonable, and of the £2,361.89 which Mr Stewart seeks to recover in respect of clerical work the Tribunal would allow 30 hours, to be charged at £12.00 an hour, in respect of work which seems to go beyond a normal management function. For the avoidance of doubt, the Tribunal has specifically excluded any allowance for research into the relevant statutory provisions relating to the landlord's application, on the basis that knowledge of such matters would normally be expected of a managing agent, and that no separate charge should be made for acquiring it.

50. On this basis, the revised recoverable total for the year to the 31st December 2004 becomes £2,216.77 in respect of standing charges rather than £4,548.56 and the total of recoverable charges is thereby reduced from £10,337.19 to £8,005.40. To this may then be added an administration charge of 15%, that is to say £1,200.81.

Findings – 2005 Account

51. With regard to the budget estimate for 2005, the Tribunal accepts the proposed charges as reasonable on the same basis as it accepts the 2004 figures. This acceptance, however, is subject to the exception of the proposed £2000 charge for secretarial work, which it would disallow. The landlord may reasonably charge the 15% on the allowable expenditure which is described above.

Apportionment of Decoration Costs

52. The Tribunal is conscious of the fact that this does not address the question of the apportionment of maintenance charges, with particular reference to those flats where the original window joinery has been replaced. The Tribunal's reading of the leases is that they make no provision for such variation, and that accordingly the landlord is correct to say that he should seek recovery in strict accordance with the lease provisions, since if he failed to do so then it would be open to any lessee to challenge him, and it seems reasonable for him to take such steps as may be appropriate to avoid such a challenge.

53. It would be open to the landlord and the lessees to negotiate a variation in the lease if they so chose, and there is a procedure whereby, under certain circumstances, application may be made to the Tribunal for a lease variation but, until such a variation is made, the Tribunal does not consider that the landlord's approach is unreasonable.

Rebates

54. Similarly, the lessees' claim that money which has not been expended should be repaid to them appears to the Tribunal to be ill founded. Clause 4.2(c) of the lease quoted above provides that (with the Tribunal's emphasis)

> "as soon as reasonably maybe after the end of the year when the actual amount of such said costs expenses outgoings and matters for the year ended on 31st December 1974 or such succeeding year (as the case may be) has been ascertained the Lessee shall forthwith pay the balance due to the Lessor *or be credited in the Lessor's books with any amount overpaid.*"

55. Accordingly the lessees are not entitled to seek repayment and neither is the landlord obliged to make any.

Observations on Application

56. Overall, the Tribunal considers it unfortunate that this matter has been referred to it. There seems to have been a reluctance on the lessees part to accept that the landlord has a right to manage, and that they have no rights under the lease or more generally to be involved in that process other than to the extent that the landlord must keep them advised of certain classes of proposed expenditure. On the other hand, it appears to the Tribunal that it would be in the landlord's interests to give full disclosure of the invoiced charges upon which the service charge in any one year is based. The lessees complained that not all petty cash vouchers were produced, but that seems to be only a small element of it: supplying the lessees with audited accounts and the vouchers associated with those accounts would make the position clearer, although the recognition of a tenants' association would perhaps help to facilitate communication and avoid the cost of frequent duplication.

Section 20c Application

57. With the regard to the lessees' application under Section 20c of the Landlord and Tenant Act 1985, the Tribunal concludes that, as the lessees do not appear to have had all the relevant information, it was reasonable of them to challenge whether payments were properly due. That full disclosure might have avoided the necessity for the application which the Tribunal has considered, and accordingly the Tribunal determines that the landlord is not entitled to recover more than 50% of his costs in connection with this application from the lessees as part of the service charge, and that that sum should not include any of the secretarial costs which have been disallowed on the basis that they amount to management fees.

Robert Batho

Robert Batho (Chairman)
A member of the Southern Leasehold Valuation Tribunal
Appointed by the Lord Chancellor

Date 13th December 2005

CASE NUMBER: CHI/15UE/LSC/2005/0057/01

RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN LEASEHOLD VALUATION TRIBUNAL

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(Respondents)

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Leasehold Valuation Tribunal (Services Charges Etc)
Order 1997

LANDLORD'S REQUEST FOR
LEAVE TO APPEAL
AGAINST THE TRIBUNAL'S DETERMINATION
OF 7TH DECEMBER 2005

DECISION

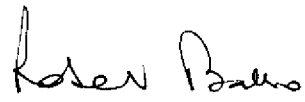
1. The Tribunal refuses the landlord's application for leave to appeal in this matter for the reasons set out below. That being the case, it is open to the landlord to renew his application for leave to appeal before the Lands Tribunal within twenty-eight days of the date when this decision is sent to him.

2. The Tribunal's determination of the landlord's substantive application was published on 7th December 2005. By letter dated 2nd January 2006 the landlord wrote saying that he was asking for leave to appeal against part of the Tribunal's findings.

3. In his application letter, the landlord refers to matters of evidence considered by the Tribunal; he comments on certain aspects of the decision; and he suggests that the Tribunal might have determined other matters, such as a variation of the leases, which were not covered by the his original application and which were therefore outside the scope of the Tribunal's jurisdiction. No substantive matter in respect of which leave to appeal was sought was identified.

4. Nothing in the application as it was set out is considered sufficient to satisfy the Tribunal either that a tribunal acting reasonably might not have reached the decisions it made upon the evidence before it, or that there has been any error of law, practice or procedure in reaching those decisions.

5. Application for leave is accordingly refused.



Robert Batho (Chairman) **Date 17th January 2006**
A member of the Southern Leasehold Valuation Tribunal
Appointed by the Lord Chancellor