

**Rent Assessment Committee: Extended reasons for decision. Sections 22 and 23
Housing Act 1988**

Address of Premises

Flat 2,
53 Bayford Road
Littlehampton
West Sussex
BN17 5HN

The Committee members were

Mr R T A Wilson LLB (Chairman)
Mr D J Myers FRICS
Ms J Morris

1. Background

1.1 On 24th May 2004 the Tenant of the above property made an application pursuant to Section 22 of the Housing Act 1988 ("the Act") to the Committee for a determination of the rent, which in the Committees opinion the Landlord might reasonably be expected to obtain under the assured shorthold tenancy of the property.

1.2 The tenancy, which was an assured shorthold, commenced on 5th February 2004 for a term of 6 months at a weekly payment of £120. £110 of this payment is stated to be rent and £10 a fixed service charge. For the purposes of this hearing we have therefore taken the rent to be £110 per week.

2. Inspection

2.1 The Committee inspected the property on 23rd July 2004 and found a ground floor flat in a converted terraced building in a quiet residential street. It comprised of a small sitting room, a bedroom with kitchen leading off and a shower room with WC and wash basin.

2.2 The flat had the benefit of a large but uncultivated garden to the rear.

2.3 The flat was fully furnished by the Landlord including furniture, crockery, cutlery, wardrobe, table and chairs, a Baby Belling cooker and a small fridge. A bed and bed linen has also been supplied by the Landlord.

3. Evidence

3.1 The committee received written representations from the Landlord and Tenant and these were copied to the parties.

3.2 A hearing was held at Littlehampton Town Council Offices on 23rd July 2004 at which oral representations were made by Mr M Jones and Miss Litchfield on behalf of the Landlord and by Mr Watson on behalf of the Tenant.

4. The Law

4.1 Under Section 22 of the Housing Act 1988 the Tenant under an assured shorthold tenancy may make an application in the prescribed form to a Rent Assessment Committee for a determination of the rent which in the Committees opinion, the Landlord might reasonably expect to obtain under the assured shorthold tenancy.

4.2 No application may be made under this section if:

- a. The rent payable is a rent previously determined by a Rent Assessment Committee under Section 22 of the Act.
- b. More than six months have elapsed since the beginning of the tenancy.

4.3 Where an application is made to a Rent Assessment Committee, the Committee shall not make such a determination unless they consider

- a. that there is a sufficient number of similar dwelling houses in the locality let on assured tenancy for comparison (whether shorthold or not) and
- b. that the rent payable under the assured shorthold tenancy in question is significantly higher than the rent which the Landlord might reasonably be expected to be able to obtain under the tenancy, having regard to the level of rents payable under the tenancies referred to in paragraph (a) above.

5. The Evidence presented at the Hearing

5.1 The Tenants Evidence

- 5.1.1 Mr Watson for the Tenant stated that in his opinion the rent of £110 per week or £477 per calendar month (pcm) was far too high and that an appropriate rent should be in the region of £350 to £375 pcm.
- 5.1.2 Firstly he referred the Committee to a list of properties from 'The Letting Company' a local agent which had on its books three unfurnished one bedroom flats in Littlehampton at asking rents of between £425 to £495 pcm.
- 5.1.3 Secondly he referred to some letting particulars from Glynn Jones, another local letting agent, which had on its books a converted first floor one bedroom flat unfurnished at £ 400 pcm.
- 5.1.4 Finally he referred to another local agent who had three one bedroom all purpose built flats enjoying off road parking, which were available at between £450 to £460 pcm.
- 5.1.5 Mr Watson stated that his own property was a one bedroom fully carpeted flat in the town and the rent was £425 pcm.

- 5.1.6 Mr Watson asserted that although all the evidence above comprised of unfurnished tenancies he would still expect them to come with carpets and curtains and also with some white goods such as a fridge and cooker. He considered that all the properties would have the benefit of a bathroom whereas the subject property only had a shower.
- 5.1.7 Mr Watson contended that the fact that the flat was furnished would make very little difference to the rent achievable because most unfurnished tenancies still came with white goods and carpets and curtains. He felt that the impact of furnishings would at best increase the rent by £15 pcm but more likely by only £10 pcm.
- 5.1.8 Mr Watson made the point that although there was a large garden this could not be utilised because the tenant covenants prevented the use of garden tools in or outside of the property.
- 5.1.9 He drew the Committees attention to the Arun District Councils lists of indicative rent levels for the 1st May 2004 which suggested that a flat with two rooms suitable for living in would result in housing benefit being paid in the region of £394 pcm. The rent for this property was £477 pcm and therefore considerably higher than the indicative rent level figure.
- 5.1.10 Mr Watson accepted that the property had the benefit of supported 'house/move on accommodation' for single people but that these services were not unique to the tenant and were in fact available to anyone on demand.
- 5.1.11 Mr Watson mentioned that there were certain difficulties with the communal gas central heating and that it had been turned off at the beginning of May 2004 with no guarantee of when it would be turned back on again. There was no other heating in the property.
- 5.1.12 He felt that the current figure of £110 per week or £477 pcm was well over the market level and accordingly should be reduced.

5.2 The Landlord's Evidence

- 5.2.1 Miranda Litchfield for the Landlord contended that unfurnished lettings rarely came with cookers and fridges.
- 5.2.2 She considered that the flat had been refurbished to a high standard and that this would add considerably to the rent that the tenant would be prepared to pay for the property. In addition the tenancy did not require the payment of a substantial deposit which again was a benefit for which certain tenants would find extremely attractive.
- 5.2.3 Miss Litchfield stated that the rent of £110 per week had been agreed with the housing benefit authorities as it had been very difficult to find any comparable flats/figures to work on. She pointed out that this flat came with the benefit of a tenancy support worker which was unique to the property in question although she accepted that a number of the other support services on offer were available to anyone on demand.
- 5.2.4 She contended that to be able to move into a property furnished to a high standard was worth a great deal to some prospective tenants and the rent should reflect these benefits.
- 5.2.5 Her research had indicated that unfurnished flats in the area commanded rents in between £450 to £475 pcm. At the lower end of the market this would give an indicative price of £104 per week and at the higher end at £110 per week but only for unfurnished properties. Accordingly a figure of £110 per week for this flat was not unreasonable bearing in mind the additional facilities offered. She noted the comments made by Mr Watson in relation to the heating but she felt it not unreasonable to switch off the heating over the summer months. She stated that an offer had been made to the tenant to provide a stand alone heater but this offer had been rejected.

6 Consideration

6.1 Sufficient number of dwellings for comparison ?

- 6.1.1 In accordance with Section 23 of the Act the Committee first considered whether in its opinion there was a sufficient number of similar dwelling houses in the locality let on assured tenancies for comparison.
- 6.1.2 At first sight this tenancy is somewhat different from a typical assured shorthold tenancy that one finds in the market in so far as it is part of a scheme run by the Landlord to provide supported house/move on accommodation for single people who are homeless. The Committee was told that support was provided from a variety of sources and included a dedicated support worker, support from day centre staff, and from a life skills coordinator.
- 6.1.3 However, the Committee concluded that very little of this support was contractually binding upon the Landlord or the Tenant pursuant to the tenancy, indeed it was accepted by both parties that much of this support was not unique to the tenancy in question but was available to all. Accordingly in the opinion of the Committee this support was ancillary to the assured shorthold tenancy and in all other respects the dwelling house was similar to other dwelling houses in the locality which might be available for let upon an assured shorthold tenancy.
- 6.1.4 Both parties had referred the Committee to a number of other one bedroom flats in Littlehampton Town, both purpose built and converted. Whilst the subject flat was furnished and all the other properties put forward by the parties as comparables were unfurnished, the Committee considered that an adjustment could be made to reflect the impact of the furnished nature of the subject property.

- 6.1.5 Having regard to the above and from the members own general knowledge of the letting market in the area, we concluded that there were a sufficient number of similar dwelling houses in the locality for comparison.

6.2 ‘A Significantly Higher Rent’?

- 6.2.1 In accordance with the terms of the Act the Committee then proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing Landlord to a willing tenant under an assured shorthold tenancy. In coming to its decision the Committee had regard to the evidence supplied by the parties and the members own general knowledge of market levels in the area of Littlehampton and concluded that an appropriate market rent for the property unfurnished would be in the region of £420 pcm.
- 6.2.2 In arriving at this decision we took into account that the range of rents supplied to us by the parties for comparison ranged from between £400 pcm to £490pcm. In all cases the rents were in respect of unfurnished tenancies.
- 6.2.3 Although Mr Watson considered that a market rent of between £350 to £375 pcm was appropriate for the subject property, he was not able to support this assertion by producing any evidence to substantiate these figures. Although the flat is quite small, it is well located in a residential area and in a reasonably well maintained building. We considered that it fell just below ‘midway’ in the range of one bedroom flats available in the local market.
- 6.2.4 As the subject flat is furnished we considered what impact the furniture would make to the rent payable. There was disagreement between the parties as to the value of the furnished element with Mr Watson considering that the furnished element was worth no more

than £15 pcm and more likely only £10 pcm, whilst Miss Litchfield considered that the furnished element added a substantial amount to the rent that a prospective tenant would be willing to pay . In this respect we preferred the evidence of Mr Watson and concluded that the furnished element of the tenancy would not add considerably to the rent achievable. In our experience it is not unusual for unfurnished tenancies to include carpets and curtains and in some case some white goods. Accordingly in our opinion the furnished element of this tenancy is worth no more than £15 pcm resulting in an open market rent for the tenancy in an unfurnished state of £462 pcm (£477 - £15) or £107 per week (rounded up)

- 6.2.5 We therefore produced the following figures calculated on a weekly basis:-

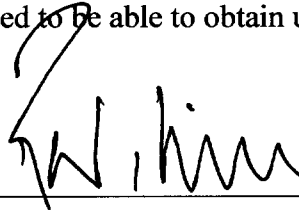
Adjusted contractual rent	£107.00
Open market rent for the property (£420 pcm)	£97.00
Excess of the rent payable over the market	
Rent achievable	£10.00

- 6.2.6 Finally the Committee considered if the adjusted weekly rent payable for the property namely £107 per week was significantly higher than the rent which the Landlord might reasonably be expected to be able to obtain under the tenancy which in our view was £97 per week.
- 6.2.7 In our opinion for a rent to be significantly higher it would have to be well in excess of 10%. In this case the excess is only very fractionally over 10% and therefore in our opinion not significantly higher.

7. The Decision

7.1 For the reasons stated above the tenant's application is dismissed on the grounds that the rent payable under the assured shorthold tenancy in question is not significantly higher than the rent which the Landlord might reasonably be expected to be able to obtain under the tenancy.

Chairman

A handwritten signature in black ink, appearing to read 'R T A Wilson', written over a horizontal line.

R T A Wilson LLB

Dated

10th August 2004

SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL

Case No. CHI/45UC/LWS/2004/0002

Re: Flat 2, 62 Norfolk Road, Littlehampton, West Sussex BN17 5HB
("the Premises")

BETWEEN

Ms H. Hyam

("the Applicant/Landlord")

and

Ms J. Dunmore

("the Respondent/Tenant")

Members of the Tribunal: Mr J.B. Tarling, Solicitor, MCMI (Chairman)
Mr R. Wilkey FRICS, FICPD
Ms J. Morris

Attendances: Ms H. Hyam (Landlord)
Ms J. Dunmore (Tenant)

Hearing: 23rd November 2004

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

1. Background to the case
By an Order of the Worthing County Court dated 9th August 2004 the Claim and Counterclaim relating to service charges in the proceedings Claim Number 4WG01920 were transferred to the Leasehold Valuation Tribunal ("LVT") and the balanced of the claim and counterclaim be stayed pending the determination by the LVT.
2. Matters within the jurisdiction of the LVT
It appeared from the Particulars of Claim in the County Court proceedings that the following matters fell **within** the jurisdiction of the LVT:
In the Claim:
Service Charge Items: Year end deficit as at 31/2/04 £1,316.28
Maintenance due 31/3/04 to 1/10/04 £200.00
Administration Charges: Late Payment fee £25.00
Agents fees for dealing with arrears £200.00
The following items fell **outside** the jurisdiction of the LVT:
In the Claim:
Ground Rent due 1/4/04 to 1/4/05 £100.00
In the Counterclaim:
All the various matters as set out in the Counterclaim which appeared to be claims for damages for nuisance, breach of contract and/or failure to repair/breach of covenant etc.
3. The Law
Section 31C of the Landlord & Tenant Act 1985 ("the 1985 Act") formerly gave power for the County Court to transfer to the LVT items for determination which were within the jurisdiction of the LVT.

Schedule 14 of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) repealed Section 31C of the 1985 Act. This was replaced by Paragraph 3 of the 12th Schedule of the 2002 Act which gave power for a Court to order transfer to the LVT of the determination of any question falling within the jurisdiction of the LVT.

Section 155 of the 2002 Act gave the LVT power to make decisions on Service Charges.

Schedule 11 of the 2002 Act gave the LVT power to make decisions on Administration Charges.

4. Inspection/Hearing

The Tribunal inspected the property on the morning of the Hearing, 23rd November 2004. The property is a large semi-detached house in a residential area of Littlehampton. There are gardens at the front and rear and the main building had been converted into nine residential units of various sizes. Even though the units were different sizes, all nine shared the Service Charge payments equally, and each of the units paid one ninth of the total service charges. The subject premises, Flat 2, is situated on the Ground Floor at the rear of the property and accessible by walking along the side passageway. Towards the rear of the property is one garage and an adjoining structure through which access is available to the rear garden. The Lease of the subject Flat had been varied to include an additional “studio” and the garage. There is a small piece of garden land included in the demise. The subject flat had its own self-contained entrance door leading from the side accessway. The other flats have two separate communal entrance doors which each lead to staircases leading up to the first floor and the second floor respectively. In one of these common parts there is a meter cupboard which houses the utility meters for all nine units. The exterior of the property appeared to have been decorated recently and there was evidence of some repair work having been done to the upper wall of the side elevation where new peppledash had been applied. The Tribunal were subsequently told that the wall-ties in this area of the building had also been repaired, although the recent peppledash obscured evidence of such repairs. It was clear that further work would soon be needed to repairs to the upper front elevation where there were signs of cracks and holes in the masonry and front façade.

A Hearing took place on 23rd November 2004 at Littlehampton Town Council Offices, Littlehampton. Both the Landlord and the Tenant attended.

5. Service Charges

(a) Item of £1,316.28 (year end deficit as at 31st March 2004)

Following Directions given by the LVT on 16th September 2004 various documents had been produced including copies of audited Service Charge accounts prepared by the Landlords Chartered Accountants. In identifying how the amount claimed of £1,316.28 was calculated it seemed sensible for the Tribunal to start by considering the items contained in the Service Charge accounts for the two years ending 31st March 2003 and 2004 as these included the items which the Tenant was objecting to. The Tribunal's function was to make a determination as to the reasonableness of the amounts. The Tribunal then went through each and every Service Charge item for each of

these two years. During the course of the Hearing the following matters were agreed by the Tenant to be fair and reasonable. In as much as the Tenant now agreed those amounts, the LVT was content to determine that they were fair and reasonable. The items which were agreed were as follows:

Year ended 31st March 2003

Premtec – Fire Alarm Maintenance	£512.78
Ace Wall Ties Ltd – Exterior Works	£1,029.30
Dyne Rod – Drain Clearance	£119.85
Onyx UK Ltd – Bins	£43.70
Gardening	£140.00
Insurance	£1,189.09
Bank Charges and Interest	£48.72
Public Ways Electricity	£55.35

Year ended 31st March 2004

Premtec – Fire alarm Maintenance	£264.38
Brian Palmer – Electrical Repairs	£46.00
Verdant Group – Bin Hire	£86.40
Onyx UK Ltd – Bins	£27.00
Gardening	£346.00
Insurance	£1,829.33
Bank Charges and Interest	£195.00
Public Ways electricity	£58.56

(b) Items not agreed

This left the following items **not** agreed:

	2003	2004
A.C. Goodchild Exterior Redecoration	£16,099.50	
Surveyors fees	£3,881.21	
Compensation monies paid	£186.00	
Attend a Drain – Drain clearance		£111.63
A. Smythe – new carpet		£340.00
Management fees	£990.00	£990.00
Accountancy Charges	£211.50	£223.25

(c) The Tribunal then went through each and every item which had not been agreed, one by one. During the lunch adjournment Ms Hyam collected from her office the various Receipts Vouchers and Bank Statements relating to the items which were not agreed and Ms Dunmore had an opportunity of considering them and asking questions as to how they were incurred.

(d) A.C. Goodchild – Exterior Redecoration £16,099.50 An Invoice was produced showing how this amount was calculated. Ms Hyam gave evidence and confirmed that before the work had started a Section 20 Notice with supporting tenders had been circulated to the Lessees. Following representations from one of the Lessees who had suggested Mr Goodchild, a further price had been obtained from him and as his price was less than the others, he was given the job. Ms Dunmore had not been the Lessee of Flat 2 at the time these events took place, although she acquired her flat while the work was going on. Her main complaint seemed to be the length of time the scaffolding had been erected which had prevented her from getting unrestricted access to her flat. In respect of

the amount of the Invoice she was unable to agree it, but thought it was too much. She was unable to say clearly why she thought it was too much.

(e) Surveyors fees £3,881.21

An invoice in the sum of £3,881.21 from Philip Goacher Associates, consulting civil and structural engineers was produced. This was calculated at 12½ % of the contract sum plus 16 hours work, including contract supervision. The Chartered Engineer was charged at £62.50 per hour. Ms Dunmore said she thought the amount was too much. She thought the time spent of 16 hours was excessive and should have been more like 10 hours. She was unable to agree the amount. Ms Hyams said there had been two Schedules of work needed and during the original works some extra work was discovered to be urgent and essential. This had delayed completion of the works. It seemed sensible to have that work carried out while the scaffolding was in place and there might have been saving to the Lessees in the long run.

(f) Compensation monies paid £186.00

While the scaffolding was in place at the subject property, the occupiers of the neighbouring property had been unable to use their satellite TV because the scaffolding obscured the reception. Ms Hyam said she wanted to avoid any trouble with the neighbours, particularly as the scaffolding has been up for some months. She accordingly paid the sum of £186.00 by way of compensation and to prevent them causing further problems which might have prevented the repair works from having been concluded. Ms Dunmore said that this item was not a proper Service Charge items and should not have been paid from the Service Charge Account. She was unable to agree this item.

(g) Attend a Drain – drain clearance £111.63

Ms Dunmore said she objected to having to pay towards the costs of drain clearance when the blockage was caused by sub-tenants whose lifestyle caused the blockage. She thought this should be the responsibility of the Lessee who sub-let the flat in question as they were making a profit out of the flat. She was unable to agree the amount. Ms Hyam said she had been unable to establish without doubt who had been responsible for the blockage and hence had paid for the drain clearance from the Service Charge monies.

(h) A. Smythe – new carpet £340.00

Ms Hyam produced an Invoice for this amount and confirmed this related to a new stair carpet for the common parts stairway leading to three of the Flats on the first floor. The carpet was better quality as it had heavy use by the occupiers of three flats and their visitors etc. Ms Dunmore objected to having to pay for stair carpet in part of the building that she did not use. She thought the price was too expensive. She was unable to agree the item.

(i) Management fees £990.00 per year

Ms Hyam confirmed these were calculated at £110 per flat per year and this fee covered all the usual management functions. Ms Dunmore said it was too much but was unable to give any particular reason why she thought it was too much. She was unable to agree them.

(j) Accountancy Charges £211.50 and £223.25

Ms Hyam had had annual Accounts prepared by a Chartered Accountant and she expected to pay a reasonable fee for them. She maintained these

fees were entirely reasonable. The preparation of the accounts by a professional accountant was in the interests of the Lessees. Ms Dunmore said the accounts were inadequate as they failed to give any detail of the expenditure. She was unable to agree them.

(k) Interim Maintenance £200.00

Ms Hyam said this was a nominal amount which the Lease allowed her to collect. All the Lessees had been asked for the same amount. It was a payment on account of future Service Charges and was a fair and reasonable amount. Ms Dunmore said she had objected to paying towards future Service Charges all the time that she had objections to past items of Service Charge. She did not wish to pay this item until the other items had been settled.

6. Administration Charges

At the Hearing Ms Hyam withdrew her claim for the £200 Agents fees for dealing with arrears. This left an item of £25 for a "Late payment fee" Ms Hyam explained that this covered the extra work and correspondence involved in chasing up Ms Dunmore for the arrears of Service Charge and Ground Rent. She had written two letters and spent other time chasing these arrears during the period in question. Ms Dunmore said she did not think she had to pay for this. The Landlord had already received a Management Fee and she did not think she ought to pay this extra charge. This was particularly so when she was disputing some of the other Service Charge items.

7. The Tribunal's consideration

The Tribunal then retired to consider the evidence it had heard and the documents it had seen. It went through the various disputed items one by one and considered whether they were fair and reasonable.

(i) A.C. Goodchild £16,099.50

It appeared to the Tribunal that the Landlord had acted quite properly in respect of this item. The correct Section 20 procedures had been complied with and the contractor was one chosen by one of the Lessees themselves. Ms Dunmore had failed to satisfactorily challenge the work carried out or the amount. This amount would be allowed in full.

(ii) Surveyors fees £3,881.21

As with the previous item, this amount seems to have been properly incurred. The charging rate of £62.50 for a qualified chartered engineer seemed quite acceptable and the total amount of the invoice was not excessive, bearing in mind the work involved and time over which the contract was supervised. This amount would be allowed in full.

(iii) Compensation money paid £186.00

Whilst the Tribunal understood the reason why Ms Dunmore was objecting to this item, the Eighth Schedule to the Lease included a number of provisions which would have enabled the Landlord to incur this expense. It was clearly an item that was paid for the benefit of the building. The alternative would have been to remove the scaffolding to avoid the risk of a claim for nuisance or other litigation, and then re-erect the scaffolding when the works could be concluded. This might have increased the costs of the work beyond

the sum of £186 which was spent. In all the circumstances the Tribunal decided that this amount would be allowed in full.

- (iv) Attend a Drain - £111.63
Once again the Tribunal understood why Ms Dunmore was objecting to this item, but the Landlord is entitled to act promptly to clear blocked drains as this may have an effect on other Flats in the Building. If the cause of the blockage can not be clearly identified it seems quite in order for the Landlord to spend Service Charge money on this item. The amount will be allowed in full.
- (v) A. Smythe – new carpet £340
The carpet had clearly been laid in the common parts and the tribunal members had in fact seen the carpet at the inspection earlier in the day. Ms Dunmore had failed to persuade the Tribunal that this item was unreasonable and it would be allowed in full.
- (vi) Management fees
These were being claimed at £110 per flat per year. This seemed to the Tribunal to be a very fair and reasonable amount bearing in mind the size and responsibility of the property. In its opinion, as an Expert Tribunal using its own knowledge and experience, it had no difficulty in allowing this amount in full.
- (vii) Accountancy Fees £211.50 and £223.25
These amounts seemed very fair and reasonable bearing in mind the Accounts had been prepared by a Chartered Accountant. It is in the interests of the Lessees that such a qualified accountant prepares the Service Charge accounts and it rejects Ms Dunmore's criticism that it failed to include more information. These amounts would be allowed in full.
- (viii) Interim Maintenance £200
The Fifth Schedule to the Lease (Clause 2) allows the Landlord to demand an Interim Service Charge payment in advance for a future year. The amount of £200 for each Lessee seems to the Tribunal to be a very fair amount and it would be allowed in full.
- (ix) Administration Charge – Late Payment fee £25
The Tribunal considered this carefully and reminded itself that this was a fee charged to defaulting Lessees. It was not part of the Service Charge and was only charged when a particular Lessee was in default. It seemed fair to the Tribunal that only a defaulting Lessee should have to pay this Charge and the expense of chasing a defaulting Lessee did not fall on the other non-defaulting Lessees. So far as the amount of £25 was concerned, this seemed to be a fair amount and would be allowed in full. A defaulting Lessee might avoid having to pay this amount by making payment under protest and hence would still be able to make an application under Section 27A of the 1985 Act as subsection (5) allows such an application even though payment has been made.

8. Liability to pay service Charges

During the course of the Hearing Ms Dunmore had expressed her objection to being asked to pay for Service Charge items, which were incurred, to the common parts of the Building to which she

had no access, or did not use. Despite these objections, it is clear to the Tribunal that under the terms of the Lease by which Ms Dunmore is bound, she is clearly liable to contribute to all the items contained in the Service Charge Account, irrespective of whether she uses them or not. It seemed to the Tribunal that it had jurisdiction under Section 27(A) of the 1985 Act to interpret the Lease and decide

- (a) the person by whom it is payable,
- (b) the person to whom it is payable
- (c) the amount which is payable
- (d) the date at or which it is payable and
- (e) the manner in which it is payable

Accordingly the Tribunal exercises its jurisdiction

- (A) under Section 27A of the 1985 Act to **ORDER** that the Tenant Ms Dunmore is to pay to the Landlord Ms Hyam:
 - (i) the sum of £1,316.28 for the year-end deficit Service Charges
 - (ii) the sum of £200 Maintenance due 31/3/04 to 1/10/04, and
- (B) Under Paragraph 5 of Schedule 11 of the 2002 Act to **ORDER** that the Tenant Ms Dunmore is to pay to the Landlord Ms Hyam the sum of £25 Late Payment Fee, as an Administration Charge

So far as the date and manner of payment is concerned, the Tribunal decided that in view of the outstanding matter of the items contained in the Tenant's Counterclaim, which was outside the jurisdiction of the Tribunal, such payments are to become payable immediately the County Court has made an Order in connection with those matters.

All the items contained in the Tenant's Counterclaim are found to be outside the jurisdiction of the LVT and those matters are referred back to the County Court for a Decision. The matter of liability to pay the Ground Rent of £100 due in advance for the period from 01/04/04 to 01/04/05 is also outside the jurisdiction of the LVT and that matter is also referred back to the County Court for a Decision.

Dated this 8th day of December 2004

J.B. Tarling (Signed)

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John B. Tarling, Solicitor, MCMI
(Chairman)