

LON/00AS/NSI/2003/0079/01

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
ON AN APPLICATION UNDER SECTION 19 (2A) OF THE
LANDLORD AND TENANT ACT 1985

Applicant: Mr R Purser

Respondent: Mr A Clark

Re: 44 Hudson Road, Harlington, Middlesex.

Application received: 23rd July 2003

Hearing date: Monday 8th December 2003

Appearances: No One Attended

Members of the Leasehold Valuation Tribunal:

Mrs E Samupfonda LLB (Hons)

Mr J Avery BSc FRICS

Dr A Fox BSc PhD MCIArb

LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL

DECISION BY LEASEHOLD VALUATION TRIBUNAL

LANDLORD AND TENANT ACTS 1985 SECTION 19(2A)

LON/00AS/NSI/2003/0079/01

Address: 44 Hudson Road, Harlington, Middlesex UB3 5EL

Applicant: Mr R Purser

Respondent: Mr A Clark

1. This is a landlord's application for the determination of the reasonableness of the costs incurred for services in respect of which service charges for the years 2000-2001, 2001-2002 and 2002-2003 were unpaid by the Respondent. As at March 2003 the arrears were £462.49. The premises comprise a modern block of 6 flats.
2. Directions were issued on 26 September 2003. The landlord complied with the Directions, the Respondent failed to do so.
3. A hearing was fixed for 8 December 2003. By a letter dated 18 September 2003, the landlord's surveyors Cheadle & Co stated that they would not be attending. No information was submitted by the Respondent.
4. As neither party attended the hearing on 8 December 2003, the Tribunal determined the application on the basis of the documentary evidence submitted.

5. The Landlord's Application

In his document "statement of reasonableness in support of the service charge", the landlord's agent stated that there has been few items of expenditure consisting of minor repairs, insurance, lighting for common parts and management fees. He stated that the Respondent's Building Society had paid the ground rent and Insurance. The landlord's agent also stated that as far as he was aware the Respondent did not dispute the reasonableness of the service charges. He added that since the lease was granted on 7 July 2000, the Respondent has never contacted his offices.

6. Decision

The relevant statutory provision is section 19(2)(A) of the Landlord and Tenant Act 1985. This provides that:-

"A tenant by whom, or a landlord to whom, a service charge is alleged to be payable may apply to a leasehold valuation tribunal for a determination -

- (a) whether costs incurred for services, repairs, maintenance, insurance or management were reasonably incurred.
- (b) whether services or works for which costs were incurred are of a reasonable standard.

7. The Tribunal considered the copies of the landlord's receipted invoices, copies of demands and analyses of expenditure incurred. Copies of supporting invoices were received for the years ending 28 February 2002 and 28 February 2003 but for 2000/01 only the analysis of expenditure incurred was provided.
8. The lighting of the common parts was maintained by John S Munnings & Co who also deals with 2 other blocks. In respect of the year ending 28 February 2002, the Tribunal sees the logic of dividing the total invoices by 3 to provide the charge of £166.67 for the block. However, in 2003, the charged amount is less than one third of the total invoices and in 2001, no invoices were provided to substantiate the higher sum of £200. Nevertheless in all cases the expenditure is certified by the chartered surveyors who manage the premises.
9. Clause 4(b) of the lease sets out the landlord's obligations and clause 2(3) sets out the lessee's obligations to pay service charges.
10. In the circumstances the Tribunal finds that the costs incurred for the years in question for services, repair, maintenance and management were reasonably incurred.

Tribunal:

Chairman

Date 10.12.03