

THE RESIDENTIAL PROPERTY TRIBUNAL SERVICE

**DETERMINATION OF THE LONDON LEASEHOLD VALUATION TRIBUNAL
OF MATTERS REFERRED TO IT UNDER PARAGRAPH 3 OF SCHEDULE 12 TO
THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002**

Property: Flats 8, 11A, 18, 20, 36, 38, 40, 46 and 48, Southall Court, Lady Margaret Road, Southall, Middlesex UB1 2RG

Applicant: Southall Court (Residents) Limited (landlord)

Respondents: Ms Gurpal Kaur (leaseholder, Flat 8)
Mr Amarjit Singh Dhillon (leaseholder, Flat 11A)
Mrs Jasbir Kaur Bhinder (leaseholder, Flat 18)
Mrs Benedicta Olagunju (leaseholder, Flat 20)
Mr Kulwant Mudhar (leaseholder, Flat 36)
Mr Nitin Mansukhala Rajpara (leaseholder, Flat 38)
Mr Navjinder Singh (leaseholder, Flat 40)
Mrs Karamjit Rai (leaseholder, Flat 46)
Mr Liben Teferra (leaseholder, Flat 48)

Date heard: 8 December 2006

Appearances: Mr Peter Ward, leaseholder and director of the landlord company, for the applicant

Mr Ragbhinder Singh Guraya for the respondents
Mr Dhillon, leaseholder, Flat 11A

Members of the leasehold valuation tribunal:

Lady Wilson
Mr C Kane FRICS
Mr T W Sennett MA FCIEH

Date of the tribunal's decision: 8 December 2006

Background

1. This determination follows a previous determination of the tribunal dated 8 November 2006, following a hearing on 18, 19 and 20 September 2006, of a number of issues transferred to the tribunal by the Uxbridge County Court. Insofar as the contents of the previous decision are relevant to the present decision they will not be repeated here.
2. In circumstances set out in our previous decision, a number of issues remain for determination now. These are, first, any outstanding disputes relating to the meaning of the "Type C" leases, and, second, any issues which the leaseholders of Flats 8, 11A, 18, 20, 36, 38, 40, 46 and 48 wish to raise in relation to service charges demanded of them by the landlord and transferred to the tribunal by the county court.
3. At the present hearing, which we directed at the end of the previous hearing, the landlord was represented by Mr Ward, a leaseholder and director of the landlord company, and the respondent leaseholders were represented by Mr Guraya. Mr Dhillon, a respondent and the leaseholder of Flat 11A, also attended.
4. As to the meaning of the Type C leases, of which Mrs Olagunju is the only holder whose case is before us, it was agreed by Mr Ward and Mr Guraya that the service charge provisions of the Type C leases were, in effect, identical to those of the Type B leases and that our previous decision in representative proceedings relating to the meaning of the Type B leases could therefore be applied to the Type C leases, and we so determine.
5. As to the present respondents' liability to pay service charges, we invited Mr Ward to identify the service charges which were unpaid. He informed us that Mrs Bhinder, the

leaseholder of Flat 18, had sold her flat and had discharged all arrears unconditionally. He also said that Mr Teferra, the leaseholder of Flat 48, had discharged his arrears unconditionally. He said that, applying the findings contained in the previous decision (in respect of some of which he has sought permission to appeal), the amounts unpaid were as follows:

- i. Flat 8: service charges due and unpaid for the year to June 2005, £509.33;
- ii. Flat 11A: service charges due and unpaid for the year to June 2005, £509.33;
- iii. Flat 20: service charges due and unpaid for the years to June 2004 and 2005, £412.28 and £710.59 respectively, a total of £1122.87;
- iv. Flat 36: service charges due and unpaid for the year to June 2005, £710.59;
- v. Flat 38: service charges due and unpaid for the year to June 2005, £710.59;
- vi. Flat 40: service charges due and unpaid for the year to June 2005, £710.59;
- vii. Flat 46: service charges due and unpaid for the years to June 2004 and 2005, £274.88 and £509.33 respectively, a total of £785.21.

6. Mr Ward said that all these amounts excluded interest, maintenance charge (ie payments on account) and contributions to the sinking fund.
7. Mr Guraya disputed Mr Ward's authority to act on behalf of the landlord, but we are satisfied that he has such authority. He also asserted that leaseholders who had paid service charges had done so under duress, but he produced no evidence in support of that assertion and we reject it and are satisfied on the evidence that the amounts paid by Mrs Bhinder and Mr Teferra, were admitted or agreed and are no longer within our jurisdiction. Mr Guraya argued that some of the service charges, and in particular the charges for cleaning, management, sinking fund and on account payments, were not reasonably incurred, but all these matters were considered in our previous decision

and no new evidence or arguments were presented to us. In these circumstances, applying the principles we applied to the disputed service charges in our previous determination, we hold that the service charges identified by Mr Ward as due, and set out in paragraph 5 of the present decision, are unpaid and that the respondent leaseholders are liable to pay them.

8. Mr Guraya invited us to say that some leaseholders had overpaid service charges and were entitled to reimbursement, but that is not a matter which is within our jurisdiction. He also asked us to direct production of the statements of any bank account in which the sinking fund is held, but, as far as we are aware, the sinking fund is not any part of the subject of the present dispute and we decline to make such a direction. He also asked us to determine the amount of the on account payments demanded by the landlord in previous years, but we have already made such a determination and have no grounds to reconsider it.
9. Mr Ward asked us to remind Mr Guraya that any documents which he sent to the tribunal must be copied contemporaneously to the landlord. That is so.
10. Accordingly, we determine that the amounts payable by the respondents are as set out in paragraph 5 above.

CHAIRMAN.....

DATE: 8 December 2006