

## SOUTHERN LEASEHOLD VALUATION TRIBUNAL

Decision of the Southern Leasehold Valuation Tribunal on an application under section 27A of the Landlord and Tenant Act 1985 in respect of Flat 23 Otterway, Barnstaple, Devon EX32 8PX.

Tribunal	Mr D Sproull LLB (Chairman) Mr M T Creek MBE Mr T E Dickinson BSc FRICS
Applicant	Remus Management Limited on behalf of Sarum Properties Limited
Respondent	Mr and Mrs Peddle
Appearances	Mr J Swan for the Applicant Mrs Peddle in person

### INTRODUCTION

1. This is an application under section 27A of the Landlord and Tenant Act 1985 ("the Act") for a determination of liability to pay service charges under the Lease dated 6<sup>th</sup> August 1984 and made between Fordham Builders (Barnstaple) Limited and Mr and Mrs Tapp ("the Lessee").
2. The application was in respect of service charges due for the years ended 31<sup>st</sup> December 2002 and 31<sup>st</sup> December 2003.
3. Following a pre-trial review held on the 14<sup>th</sup> January 2005 the Applicant had lodged a copy of the Lease, the service charge accounts, invoices and the statement of case.

### THE PROPERTY

4. The subject property comprises a ground-floor flat ("the Property") in a block of four. There is a garden at the rear with a rear entrance to it.
5. There are really no common areas save for the small entrance hall. There is no communal lighting. There are two bedrooms, kitchen, bathroom and living room. There is no double glazing.

### THE INSPECTION

6. The Tribunal inspected the Property in the presence of the Applicant and Mrs Peddle. The Tribunal noted that there were six windows which would need decorating by the landlord plus the soffits.

## THE HEARING

### THE APPLICANT'S CASE

7. The Applicant had submitted a written statement of case which the Tribunal had read and the Chairman invited Mr Swan to summarise his case based on that statement. Mr Swan took the Tribunal through the Company's procedure for producing budgets and allowing credits against those budgets when the final figures were known. The total amount due for the two years was £287.74. He confirmed that the common areas were only the entrance hall and stairway and the only decoration required was to the windows and soffits. His company also managed insurance claims.

### THE RESPONDENT'S CASE

8. Mrs Peddle's main complaint was that she had not received several of the bills for service charges and that when she sent two cheques (post dated) they were returned to her. She also complained that when the redecoration was last carried out painters just turned up without any prior warning and she was critical of the standard of workmanship. The windows were only given one coat of paint. The work took one and a half days for the four flats. She had no specific complaints otherwise in respect of the amount of the service charge.

### THE DECISION

9. The Tribunal found that the amount of the service charge for the two years in question was reasonable and payable by the Respondents.

Dated this 31st day of March 2005.

Signed:

D Sproull LLB  
Chairman