

SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL

Case Nos. CHI/21UG/LUL/2004/0001 &
CHI/21UG/LSI/2004/0007

Re: **71A High Street, Battle, E. Sussex TN33 0AG** ("the Premises")

BETWEEN

Mrs Johanna Parkes

("the Applicant/Tenant")

and

Mr & Mrs F.Y. Khan

("the Respondent/Landlords")

IN THE MATTER OF APPLICATIONS UNDER SECTION 27A
LANDLORD & TENANT ACT 1985 (Liability to pay Service Charges)
AND PART IV LANDLORD & TENANT ACT 1987
(For Variation of a Lease)

Members of the Tribunal: Mr J.B. Tarling, Solicitor, MCMI (Chairman)
 Mr A.O. Mackay, FRICS
 Lady Davies, FRICS

Hearing: 3rd November 2004

ORDER OF THE LEASEHOLD VALUATION TRIBUNAL

Upon Hearing Legal Executive for the Applicant/Tenant and Counsel for the Respondent/Landlords and upon terms having been agreed between the parties IT IS HEREBY ORDERED:

1. The Respondents, Farhat Yar Khan and Shehla Zafar Khan are not entitled to the balance being £4,144.22 of the amount claimed from the Applicant, Johanna Parkes, in the service charge demand dated 12th December 2003 nor are the Respondents entitled to any contribution thereto.
2. The Lease dated 30th January 1986 between John H. Webb (Battle) Limited and Ian Williams and Lindsey Caroline Williams as amended by a Deed of Variation dated 17th October 2003 made between the Respondents, Farhat Yar Khan and Shehla Zafar Khan (1) and the said Ian Williams and Lindsey Caroline Williams (2) of the premises known as 71a High Street, Battle, East Sussex **is hereby varied** as follows:


As to clause 1(b) by the deletion of the words “such sum or sums to be assessed in manner referred to in this clause as shall be a proportion” and instead there shall be substituted the following words:

“11%”

Further that the following words shall be deleted after paragraph 1.(b)(v) as follows “provided that all such sums shall from time to time be calculated by dividing the aggregate of the said expenses and outgoings incurred by the Landlord in the year ending 3rd November by the aggregate of the rateable values (in force at the end of such year) of the flat and the ground floor premises the repair maintenance renewal insurance or servicing whereof is charged in such calculation as aforesaid then multiplying the resultant amount by the rateable value (in force at the same date) of the flat; and such sums shall be paid by the tenant within 28 days of being demanded”.

3. That pursuant to Section 20 (C) of the Landlord & Tenant Act 1985 the costs of these proceedings shall not be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Lessee.
4. That pursuant to section 38(10) of the Landlord & Tenant Act 1987 no loss or disadvantage accruing to the Landlord by virtue of the amendments to the Lease provided for in this Order, there will be no compensation payable by the Applicant to the Landlord

Dated this 3rd November 2004


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John B. Tarling, Solicitor, MCMI
(Chairman)

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Case Nos. CHI/21UG/LUL/2004/0001 &
CHI/21UG/LSI/2004/0007

Re: **72A High Street, Battle, E. Sussex TN33 0AG** ("the Premises")

BETWEEN

Mr & Mrs M.J. Parsons

("the Applicant/Tenants")

and

Mr & Mrs F.Y. Khan

("the Respondent/Landlords")

IN THE MATTER OF APPLICATIONS UNDER SECTION 27A
LANDLORD & TENANT ACT 1985 (Liability to pay Service Charges)
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(For Variation of a Lease)


Members of the Tribunal: Mr J.B. Tarling, Solicitor, MCMI (Chairman)
 Mr A.O. Mackay, FRICS
 Lady Davies, FRICS

Hearing: 3rd November 2004

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Upon Hearing Counsel for the Applicant/Tenants and for the Respondent/Landlords and upon terms having been agreed between the parties these Applications and the proceedings herein are hereby withdrawn.

Dated this 3rd November 2004


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John B. Tarling, Solicitor, MCMI
(Chairman)