



**RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
LEASEHOLD VALUATION TRIBUNAL  
EASTERN RENT ASSESSMENT PANEL**

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**Property :** Kelvedon Court 34, Ferndale Close. Clacton-on Sea,  
Essex C015 4TP

**Applicant :** Danesdale Land Limited

**Respondent:** Ms P Williams (Flat 2)

**Case No. :** CAM/22UN/LSC/2004/0052

**Act :** Landlord and Tenant Act 1985 ('the Act')

**Members of the Tribunal**

<b>Mr John Hewitt</b>	<b>Chairman</b>
<b>Mr Frank James</b>	<b>FRICS</b>
<b>Mr Robert Martin</b>	

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**Decision**

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**1. Decision**

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- 1.1 The decision of the Tribunal is that the service charges payable by the Respondent are as set out in the schedule marked Appendix 1 which is attached.
- 1.2 The sums payable in respect of the service charge years 2002 and 2003 were payable on 12 April 2005, being the date on which the Tribunal determined them.
- 1.3 The sum of £1,240.19 payable in respect of the service charge year 2004 will be payable upon the Respondent issuing a certificate in conformity with clause 4(3) of the lease.
- 1.4 The findings of the Tribunal and the reasons for its decision are set out below.

## **2. Background**

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- 2.1 The Applicant is the landlord of premises known as Kelvedon Court 2.2 Ferndale Close, Clacton-on-Sea, Essex (the Property).
- 2.2 The Property is a purpose built block of 8 flats constructed in 1990.
- 2.3 The Respondent is the lessee of flat 2. The lease provides for the payment of service charges.
- 2.4 The Applicant seeks a determination of the service charges payable in respect of each of the years, 2002, 2003 and 2004.
- 2.5 Both parties agreed in writing that the Tribunal shall determine the application without an oral hearing, pursuant to regulation 13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003.
- 2.6 Directions were given on 20 January 2005. The parties were directed to provide statements of case. The Applicant was directed to provide certified copies of the annual accounts for the years in question plus copies of all documents upon which it wished to rely to show that the expenditure was expended, was reasonably incurred, is reasonable in amount and is payable by the Respondent. In response the Applicant simply provided copies of the accounts and invoices said to support them. There was no commentary or case put as directed.
- 2.7 The Respondent served a statement of case in which she challenged the sums claimed in respect of gardening, abandoned car removal, the dummy CCTV camera and internal and external decoration.
- 2.8 The Tribunal was able to inspect the Property on 12 April 2005. The Applicant was neither present nor represented. The Respondent was present.

## **3. The Lease**

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- 3.1 The Respondent is the lessee of flat 2. Her lease is dated 14 January 1991 and was made between Scrutton & Barnard Limited as landlord and Martin Richard Lovegrove and Jenny Suzanne Mansell as tenant.
- 3.2 The lease granted a term of 99 years from 24 June 1990 at a ground rent of £80 pa for the first 33 years of the term and thereafter such sum as the landlord may reasonably specify.
- 3.3 By clause 4(2) the tenant covenanted to pay one eighth part of the expenses incurred by the landlord in respect of the matters set out in the Fourth Schedule.

- 3.4 Clause 4(3) provides that the contribution payable under clause 4(2) shall be certified annually by the landlord's managing agents, auditor or accountants acting as experts. A sum of £150 is payable on account on 31 December in each year.
- 3.5 The Fourth Schedule sets out the costs, expenses and outgoings to which the tenant must contribute.  
In summary the schedule includes, repairs and redecorating of the structure, lighting the common parts, keeping the access road, drying areas, paths and grassed areas in good condition and repair, insurance, managing agents fees and all other expenses incurred in the proper and convenient management and running of the building.

#### **4. Findings on the Issues**

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- 4.1 The Tribunal inspected the building carefully particularly with reference to the redecoration of the exterior of the building and the common parts. In general the Tribunal considered that the standard of work was reasonable for the building and the cost reasonable for the locality and the building. The building works were claimed in the service charge account at £3,865.39. In general the Tribunal considered this to be a reasonable sum, but it was not accurately calculated. On checking the invoices, the correct sum due is £3,855.18 and this sum is allowed. The Tribunal found that the specification was reasonable and the work was properly supervised and certified.
- 4.2 The Tribunal considered having regard to its inspection and experience and expertise that the gardening was carried out to an acceptable standard and the basic cost incurred was not unreasonable. The Tribunal did not consider the Respondent's challenge was made out.
- 4.3 The Tribunal found that the cost of removal of cars dumped in the grounds to be a cost within the provisions of the Fourth Schedule of the lease and that the costs claimed by the Applicant in respect thereof was reasonable.
- 4.4 The accounts for the year included under 'General Repairs' a sum of £186.21 in respect of the dummy CCTV camera. The Tribunal considered that it was reasonable to incur this sum to improve the security of lessees of the building, it was within expenditure contemplated within the Fourth Schedule to the lease and that it was reasonable in amount.
- 4.5 Upon going through the accounts and invoices provided by the Applicant in detail, the Tribunal was not satisfied that some expenditure claimed was within the Fourth Schedule and was not payable by the Respondent. In particular the Tribunal had concerns at the Accountancy charges made at £150.40 each year. The Applicant had not provided any information to support or justify the expenditure. The Tribunal decides that such costs are not payable by the Respondent as they are outside the scope of the Fourth Schedule. Similarly the Tribunal was not satisfied at the level of Professional Fees claimed and adjusted these as follows:

Year	Sum Claimed	Sum Allowed
2002	£ 944.98	£592.48
2003	£ 476.46	nil
2004	£1029.59	£690.60



John Hewitt  
Chairman  
13 June 2005

**Appendix 1**  
**Kelvedon Court**  
**Ferndale Close**  
**Clacton on Sea**

**Service charge sums**  
**found by the Tribunal to be payable by the Respondent**

<b>Expense</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
Insurance	£ 811.85	£ 965.65	£ 1,051.84
Electricity	£ 42.05	£ 42.70	£ 47.34
Cleaning	£ 120.00	£ 120.00	£ 110.00
Gardening	£ 1,218.07	£ 1,552.50	£ 1,284.86
Tree Works	£ 310.00	£ -	£ -
General Repairs	£ 588.28	£ 960.93	£ 260.00
Health & Safety		£ 105.75	£ 95.47
Professional Fees	£ 592.48	£ -	£ 690.60
Building Works			£ 3,855.18
DVLA vehicle disposal	£ 52.50	£ 65.00	£ -
Accountancy	£ -	£ -	£ -
Managing Agent incl VAT	£ 1,081.00	£ 1,081.00	£ 1,116.25
External Reserve	£ 750.00	£ 828.43	£ 1,057.50
Internal Reserve	£ 250.00	£ 276.14	£ 352.50
<b>Totals</b>	<b>£ 5,816.23</b>	<b>£ 5,998.10</b>	<b>£ 9,921.54</b>
Amount Payable by Respondent (1/8th)	<b>£ 727.03</b>	<b>£ 749.76</b>	<b>£ 1,240.19</b>
<b>Date Payable</b>	12.04.05	12.04.05	Upon issue to the Respondent of a certificate in conformity with clause 4(3) of the lease