LON/00AH/LSC/2005/0272

M Atkinson	**Applicant/Tenant**
Royal Borough of Kingston Upon Thames	**Respondent/Landlord**
Property:	**9 Cranleigh, 3 Hobhill Walk, KT5 8SL**

DECISION AND REASONS

1. We find that the service charge of £4,996.80 charged to the Applicant in respect of replacement windows and doors is reasonable and is recoverable in full by the Respondent from the Applicant. The Applicant's application therefore fails and is dismissed.

2. We decline to make an order in the Applicant's favour under Section 20(C) Landlord and Tenant Act. This application fails and is dismissed.

3. We decline to make an order for costs in the Respondent's favour as we do not consider that the Applicant's application was either vexatious or malicious. The application fails and is dismissed.

REASONS

1. The Applicant is the lessee of the property known as 9 Cranleigh, 3 Hubhill Walk, KT5 8SL.

2. He holds the property under a lease dated 10 July 1985 under which he is liable to pay a service charge as set out in the sixth and seventh schedules to the lease.

3. The Applicant brought an application before the Tribunal challenging the reasonableness of the service charge in respect of one item, namely the cost of replacement windows and door to his flat.

He also sought an order to limit the costs under Section 20(C) Landlord and Tenant Act 1985.

4. Directions in this case were issued on 19 October 2005 which directed with the parties' agreement that this matter should be dealt with on a paper determination. The Tribunal met on 2 December 2005 to consider the papers and make its determination.

5. We find that the Respondents gave proper notice of the works under Section 20 Landlord and Tenant Act and that the works carried out fall within the scope of the service charge provisions in the lease, in particular the Sixth Schedule paragraph 1 and the Seventh Schedule paragraph 2(a)(i).

6. The tenant is not disputing the scope or quality of the works carried out. He challenges the amount payable by him saying that he cannot assess the reasonableness of the charge without seeing a window by window breakdown of the costs. He also says that he has been overcharged by £800 and that he paid a further £150 directly to the contractors on site.

7. The Respondents say that they do not and never have had a breakdown of the costs on a window by window basis and that this was never requested by the Applicant before or during the works. They deny admitting to the Applicant that he had been overcharged by £800 and their enquiries of the contractors have not revealed any information relating to the alleged direct payment of £150. They have produced a record showing that the Applicant decided not to have an extractor fan fitted and agree that he informed them that he did not want the patio door replaced. As a consequence of these two modifications the Applicant's bill was reduced by some £500.

8. The Applicant has not produced any evidence (other than assertions in his own statement) of the Respondent's acceptance of the alleged overcharging.

Neither has he provided any evidence that he made a direct payment to the contractors of £150.

9. As stated above, we find that the Respondents have complied with Section 20 Landlord and Tenant Act by providing the Applicant with the correct statutory information prior to commencement of the works. They are not obliged by statute or the lease to provide a more detailed breakdown of costs and were not requested by the Applicant to do so. Their reasons for their inability to produce such costs is reasonable and plausible.

10. The Applicant does not challenge either the scope or quality of the work and he provided no tangible evidence of the unreasonableness of the charge levied against him.

11. For the above reasons we find that the amount of the service charge (£4996.80) is reasonable and is payable in full by the Applicant.

12. We understand that this sum is being paid by the Applicant in instalments to the Respondent.

13. The Applicant made an application under Section 20(C) Landlord and Tenant Act. Since his primary application fails we do not consider it would be reasonable to grant his application for the restriction of costs.

14. The Respondents also made an application for costs which the Tribunal also declines. The Applicant's application was neither vexatious nor malicious (as evidenced by the fact that he is currently paying the amount of the service charge by instalments). He genuinely believed he had a right to bring an application before the Tribunal but possibly misunderstood the nature of the Tribunal's jurisdiction in respect of the matter with which he took issue.

15. For the above reasons we find that the Applicant's applications fail and are dismissed. The Respondent's application for costs also fails and is dismissed.

Chairman ..... Nancy .....

Date ..... 12 December 2015 .....