

**REF LON 00AY/LIS/2005/0081**

**IN THE LEASEHOLD VALUATION TRIBUNAL**

**IN THE-MATTER OF THE LANDLORD AND TENANT ACT 1985**  
**SECTION 27A**

**AND IN THE MATTER OF 2 MARTELL ROAD LONDON WEST  
DULWICH SE21 8EE**

**Applicant**

**Esther Ratz Miller**

**Represented by**

**Mr Rottenberg of Feldgate Limited**

**Respondents**

**(1) Mr and Mrs C Mulgrew  
(2) Ms S Hockaday  
(3) Ms S Trevisick**

**Represented by**

**Mr Cambridge**

**The Tribunal**

**Mr P Leighton LLB (Hons)**

**Mr F Coffey FRICS**

**Mrs A Moss**

**Hearing Date**

**10<sup>th</sup> November 2005**

**Date of Decision**

**17<sup>th</sup> November 2005**

## **A Introduction**

- 1 By an application dated 12<sup>th</sup> September 2005 the Applicant, the freeholder owner of 2 Martell Road West Dulwich London SE21 applied to the Tribunal for a determination of the liability of the Respondents to pay service charges in respect of major works to be carried out at the property.
- 2 A pre trial review was held on 20<sup>th</sup> September 2005 at which directions were given and the application was listed for hearing on 10<sup>th</sup> November 2005
- 3 A hearing took place at which Mr Rottenberg of Feldgate Limited represented the landlord and Mr Cambridge a friend of the Respondents represented them. An inspection of the property was not necessary as it was possible during the course of the hearing for the parties to resolve their differences.
- 4 As there had been previous litigation between Ms Trevisick and the landlord in the county court and there was an outstanding order to do works it was felt to be convenient to the parties to set out the terms of the agreement in respect of the matters which had been disputed.
- 5
  - (a) Item W11,003 in relation to work on casement windows. The parties agreed that the figure of £1350 should be reduced to £900
  - (b) Item W.10.012 It was agreed that the sum of £500 as a provisional sum for minor works
  - (c) W 15.001-004 Work for drains and concrete. This item would not be proceeded with but a report would be commissioned for CCTV on the drains to which the Respondents would contribute through the normal service charge arrangements. Following the report and the progress of an insurance claim a decision would be made as to what future action needed to be taken.
  - (d) W 13-002-5 electrical works £1430. The electrical rewiring would be carried out at an estimated cost of £740 but the hall lighting would continue on the existing supply to each of the leaseholders separately. It was decided not to proceed with the spotlight to be provided at the front of the property, which would have been an improvement.
  - (e) The preliminaries and contingencies which amounted to £5,200 were agreed in the sum of £3,200 on the understanding that if any extra works arose they would be discussed before being proceeded with and payment would be made for such agreed extra works as appropriate.

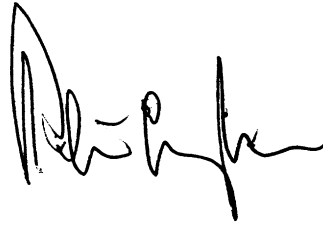
(f) Management fees, which were claimed at the rate of 10%, were to be reduced to 7.5% as previously agreed between the parties in the event of a settlement.

(g) Internal decorations in the sum of £2240 had not in fact been in dispute and would be paid by the residents of the three upper flats

- 6 Mr Rottenberg indicated that no costs of the proceedings would be added to the service charge account except that he asked that the fees for the application and for the hearing amounting to £500 should be reimbursed to the landlord through the service charge account. After hearing submissions the Tribunal decided that one half of the fees should be added to the service charge account so that each of the Respondents would be liable to contribute £62.50 towards the fees for the proceedings

Chairman Peter Leighton

Date 17<sup>th</sup> November 2005

A handwritten signature in black ink, appearing to be 'Peter Leighton', written in a cursive style.