

SOUTHERN RENT ASSESSMENT PANEL
& LEASEHOLD VALUATION TRIBUNAL

LANDLORD AND TENANT ACT 1985, SECTION 19 (2A)

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Case No:	CHI/00LC/NSI/2003/0041
Property:	8C Ordnance Terrace Chatham Kent
Applicants:	Mr. S. Abdullah Ms N. Roe Mr. M. Jordan
Respondent:	Killean Limited c/o SPMC
Date of Hearing:	24th October 2003 10th November 2003
Members of the Tribunal:	Mr. R. Norman (Chairman) Mr. M.G. Marshall FRICS Mr. T.J. Wakelin
Date decision Issued:	15th November 2003

RE: 8C ORDNANCE TERRACE, CHATHAM, KENT

Background

1. The application before the Tribunal is under Section 19 (2A) of the Landlord and Tenant Act 1985 ("the Act") and was made by Mr. Abdullah, the leaseholder of 8C Ordnance Terrace, Chatham, Kent ("the subject property"). The application is for a determination of reasonableness of service charges in respect of costs incurred for the period from 2001 to 2003 and of the standard of works/services for the same period.
2. Documents have been submitted by the Applicants and we have considered them.
3. The other lessees of 8 Ordnance Terrace were notified of the application and Ms Roe, the lessee of 8B Ordnance Terrace and Mr. Jordan the lessee of 8D Ordnance Terrace confirmed that they wished to be made parties to the application. Ms Roe wrote to the Clerk to the Tribunal but neither Ms Roe nor Mr. Jordan attended the inspection or the hearing.
4. Our determination appears at paragraphs 20 to 27 below.

Inspection

5. The Tribunal inspected the subject property on 24th October 2003 in the presence of Mr. Abdullah and Mr. Leroyd of agents SPMC.

6. We inspected the outside and common parts of the subject property and the interior of Mr. Abdullah's flat.

7. Mr. Abdullah pointed out to us that in the bathroom the light and fan were not working and stated that the shower tray had been damaged.

The hearing

8. On 24th October 2003, the hearing was attended by Mr. Abdullah and Mr. Leroyd.

9. We explained that:

(a) This application was made under the provisions of the Landlord and Tenant Act 1985 in force in July 2003 and that as a result we could consider only whether costs had been reasonably incurred, and the standard of works and services, for the periods for which the service charges had not been paid, except in very limited circumstances which did not apply in this case.

(b) That those provisions had been amended by the Commonhold and Leasehold Reform Act 2002 and that if an application were made on or after the 1st October 2003 then if the service charges had been paid in respect of a period that fact alone would not necessarily prevent us from considering whether costs had been reasonably incurred and the standard of works and services for that period.

10. We therefore asked for and received evidence of which service charges had been paid by whom and in respect of which period and as a result determined that we had jurisdiction to consider only the period from March 2002 to March 2003.

11. Some accounts were produced by Mr. Leroyd and there was argument as to whether statements of account had or had not been received and whether or not SPMC had answered correspondence.

12. We began to consider the charges made for each item in respect of the period March 2002 to March 2003.

13. Mr. Leroyd produced a note of the repairs which totalled £3,394.44.

14. Mr. Abdullah stated that he had no challenge to the charge for insurance but wanted proof that the Respondent or its agents were insuring the subject property. Mr. Leroyd produced to Mr. Abdullah certificates of insurance.

15. Mr. Abdullah said he did not understand the purpose of this Tribunal. What he wanted to do was to get his property repaired. The accounting was not a problem. We explained our jurisdiction and that we could not order anyone to carry out repairs.

16. There was discussion as to whether or not arrangements had been made for a contractor, Mr. Ward, to visit the subject property and whether or not he had been denied access.

17. Mr. Leroyd offered to meet Mr. Abdullah but Mr. Abdullah did not want to do this. He said that if a letter was sent to say that Mr. Ward was coming he would wait outside for him.

18. We again explained the extent of our jurisdiction but Mr. Abdullah stated that he was withdrawing his application and left the hearing.

19. In the absence of the parties we considered the evidence we had received.

Determination

20. It became clear that Mr. Abdullah made his application because of his concern about the work carried out to the bathroom in his flat in 2001. His concern included the lack of response from the Respondent or its agents, the delay in carrying out the work and the problems which remained after the work had been done.

21. As we explained to him, we did not have the jurisdiction to provide answers for which he was searching.

22. Mr. Abdullah having stated that he wished to withdraw his application and having left the hearing and there being no appearance at the hearing by or on behalf of Ms. Roe or Mr. Jordan, we decided that we should consider such evidence as had been supplied by the parties and make a determination as to the reasonableness of service charges in respect of costs incurred for the period from March 2002 to March 2003 and as to the standard of works/services for the same period.

23. We considered the items on the statement of expenditure for the year ended 25th March 2003. The total expenditure was £5,195.87 including the insurance.

24. As to property insurance, Mr. Abdullah had stated at the hearing that he did not challenge the charge for insurance and on the evidence we had we found that the charge had been reasonably incurred.

25. The note produced by Mr. Leroyd at the hearing listed the following work:

Party wall	£430.56	
Locks		
(Front door 3 visits)	£150.00	
Hallway	£975.00	(Nov. 2002)
Damp proofing	£781.38	
Reinstate plaster	<u>£1,057.50</u>	
Total	£3,394.44.	

26. On the evidence provided to us we found that the item in respect of property repairs and all the other items on the statement of expenditure for the year ended 25th March 2003 were reasonably incurred.

27. We had no evidence that the works/services were not of a reasonable standard for the period which we were able to consider. The common parts appeared to be in a reasonable condition when we inspected the subject property.

A handwritten signature in black ink, appearing to read 'R. Norman', written in a cursive style.

R. Norman
Chairman.