

LON/00AK/LSC/2006/0348

**FINAL DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN
APPLICATION UNDER SECTION 27A OF THE LANDLORD AND TENANT
ACT 1985 AS AMENDED**

Re: Flat 306 ("the Apartment") Tower Point, Sydney Road, Enfield,
Middlesex EN2 6SZ ("the Building")

Applicant: Ben Hall, tenant

Respondents: Sancroft Properties Limited, landlord

Inspection: Not applicable

Hearing date: Friday 19th January 2007 (adjourned from 18th December 2006)

Appearances: Mr Ben Hall – for the Applicant
Miss V. Prescott – Counsel for the Respondent
Mr G. Porter of Greenfield Property Management Limited,
managing agents – for the Respondent

Members of
Tribunal Mr Nigel Gerald
Mr Raymond Humphrys FRICS
Mrs Shirley Baum

UPON THE HEARING of the Application

AND UPON:

- (1) the Applicant informing the Tribunal that he did not wish to pursue the issues identified in paragraphs 27(6), (7)(a) and (b) and (8) of the Decision of the Tribunal of 15th November 2006 ("the Decision")
- (2) the Applicant and the Respondent informing the Tribunal that the remainder of the issues identified in paragraph 27 of the Decision had been resolved by agreement as set out and recorded below and agreeing that there are no other outstanding issues between them in relation to the actual service charge year ended 31st March 2006 or the estimated service charge year ending on 31st March 2007
- (3) the Applicant and the Respondent agreeing that "a fair apportionment of the Service Costs" as defined by the lease of the Apartment dated 9th September 2002 ("the Lease") in respect of the Apartment is 0.4850% of the Service Costs (as defined in the Lease) for the service charge years ending on 31st March 2006 and 31st March 2007
- (4) the Applicant and Respondent agreeing that the appropriate basis for apportioning the Service Charge percentage is by reference to the number of bedrooms per apartment with a downward adjustment in respect of the four smaller one bedroom flats (a "1 bedroom studio"), so that the following percentages apply to the following categories of apartments within the

Building (the Apartment being a 1 bedroom studio) and constitute “a fair apportionment of the Service Costs” in respect of each category of apartment comprised within the Building for each of the said service charge years:

Apartment category	No. of units	%
1 bedroom studio	4	0.4850
1 bedroom flat	6	0.5650
2 bedroom flat	117	0.6644
3 bedroom flat	22	0.7700
Penthouse/duplex		
Totals:	149	100.00

- (5) the Tribunal recording that, having considered the evidence and arguments advanced by the Applicant and the Respondent in their respective Statements, it agreed with the basis of apportionment and the percentages in respect of each category of apartment as set out in the previous paragraph as constituting “a fair apportionment of the Service Costs” in respect of the Apartment and also of the other apartments comprised within the Building and which the parties had themselves agreed as set out above
- (6) the Respondent will only charge the Applicant 0.4850% of the £33,535 electricity charge referred to below from the date of his occupation of the Apartment based on actual meter readings
- (7) the Respondent undertakes that the managing agents Greenfield Property Management Limited will robustly commence recovery proceedings against all leaseholders with unpaid service charges

IT IS DETERMINED and ORDERED (BY CONSENT) that:

1. 0.4850% is a fair proportion of the Service Costs recoverable under the Lease applicable to the Apartment for the actual service charge year ended 31st March 2006 and for the estimated service charge year ending on 31st March 2007;
2. £33,535 is the actual and reasonable cost of electricity to be charged in the service charge year ended 31st March 2006 (provided that the Applicant will only be charged from the date of his actual occupation of the Apartment as the Respondent has agreed as stated in recital (6) above)
3. £47,935 is the actual and reasonable cost of security to be charged in the service charge year ended 31st March 2006
4. £42,884 is the actual and reasonable cost of insurance to be charged in the service charge year ended 31st March 2006
5. the sinking reserve fund complies with section 42 of the Landlord and Tenant Act 1987
6. the Applicant and Respondent shall bear their own costs and the Respondent shall not recover any of its costs against the Applicant through the service charge provisions of the Lease or otherwise

