

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL  
ON AN APPLICATION UNDER THE LANDLORD AND TENANT ACT 1985  
(as amended) SECTIONS 27A and 20C**

**PROPERTY:**           **FLATS 2 AND 3 EDCO HOUSE 10-12 HIGH STREET  
LONDON SW19 2AE**

**APPLICANT:**       **Mr H WAKAF**

**RESPONDENT:**     **Ms K SUBRATTY and Mr and Mrs KANE**

**TRIBUNAL**

Mrs T I Rabin	Chairman
Ms M Krisko	
Dr A Fox	

Date of Tribunal's decision:     8<sup>th</sup> December 2006

**FLATS 2 AND 5 EDCO HOUSE 10-12 HIGH STREET LONDON SW19 2AE**

**FACTS**

1. The Tribunal was dealing with an application by the Applicant landlord, Mr H Wakaf. The application related to the liability on the part of the Respondents, Ms K Subratty (Flat 2) and Mr and Mrs Kane (Flat 5) to pay interim service charge for the first six months of the service charge year June 2006-June 2007 and the liability for the service charge year June 2005-June 2006. The service charges related to Edco House 10-12 High Street London SW19 2AE ("the Building") and the application has been made under Section 27A (1) Landlord and Tenant Act 1985 as amended ("the Act").
2. A copy of the lease of Flat 3 ("the Lease") was produced to the Tribunal. The Applicants' obligations in relation to the payment of the service charge are set out in Clause 1 (15) and (17) and the Second Schedule and the Respondent's obligations in relation to the provision of services are set out in Clause 2 of the Lease.
3. The matter was set down to be dealt with on documents only without a hearing and it is this application before the Tribunal today.

**EVIDENCE**

4. The Tribunal's jurisdiction is set out in Section 27A (1) of the Act as follows:-
  - (1) Where an amount is alleged to be payable by way of service charge an application can be made to a Leasehold Valuation Tribunal for a determination whether or not any amount is payable and, if so, as to
    - (a) The person by whom it is payable
    - (b) The person to whom it is payable
    - (c) The amount which is payable
    - (d) The date at or by which it is payable and
    - (e) The manner in which it is payable
  - (2) Subsection (1) applies whether or not payment has been made
5. The Respondents complained that there was damp in the common parts of the Building and that the maintenance and cleaning were poor and the Building was getting shabby due to the Applicant failing to fulfil his obligations under Clause 2 of the Lease. The Applicant made no response to the Respondents' submissions but filed copies of the

demands sent to them, a summary of the overall charges together with the certified accounts.

6. The Tribunal carefully considered the breakdown of the annual expenses in relation to the complaints made by the Respondents. The Tribunal noted that the cleaning costs were £1,091.02, the equivalent of £20.98 per week. This is a reasonable amount for cleaning of the common parts to a medium standard and in the absence of any specific evidence to the contrary, the Tribunal finds the charges for cleaning to be reasonable.
7. The Respondents complained about damp in the common parts and poor decoration and maintenance generally. The general internal repairs are shown as £420 which is a sum which would cover minor repairs only. There are no charges for decoration or damp work.
8. The service charges levied for the service charge year 2005/2006 appear to be reasonable and there has been no evidence to the contrary from the Respondents. It must follow that the interim service charge for service charge year 2006/2007 is reasonable, being based upon the previous year's costs. The Applicant has produced audited accounts and a breakdown of all the costs. The Tribunal noted that the miscellaneous item was remarkably precise at exactly £100 with no breakdown but will allow it nevertheless.

#### **DECISION**

9. The Tribunal found that the service charges for service charge year 2005/2006 were reasonably incurred and reasonable and that the interim service charge for service charge year 2006/2007 was reasonable that that they are both payable immediately by the Respondents.

CHAIRMAN.....



DATED

11<sup>th</sup> December 2006