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Residential
Property
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DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

REF: LON/00AE/LIS/2007/0052

SECTION 27A LANDLORD & TENANT ACT 1985

FLAT 97 SOUTHMEADOWS, PARK LANE WEMBLEY, HA9 7SF

SOUTMEADOWS (WEMBLEY) LIMITED

Applicant

MR AKIMBOLA BALOGUN

Respondent

Date of decision: 9 November 2007

Tribunal: Mr M.A. Martynski - Solicitor

Summary of decision

1. The Tribunal determines that the sum of £650.00 demanded from the Respondent by letter dated July 2006 is not payable.

Background

2. The flat in question is part of a block containing 30 flats.

3. The Applicant sent a letter bearing the date 'July 2006' to all lessees making a demand for £650.00. The relevant part of that letter stated;

I regret to advise you that as from 1st October 2006 the service charge for each flat will be increased to £650.00 per half year.

4. The specimen lease provided by the Applicant provided that the lessee would pay to the lessor each year a sum on account of service charges. That sum is to be decided by the lessor and is to be paid on 24 June in each year [Fourth Schedule Part III clause 1].

5. The lease goes on to provide for a statement to be prepared each year as soon as possible after 24 June. That statement must show the total service charges expended and the amount of those charges payable by the lessee. If there is an amount owing from the lessee after taking into account the sum paid on account under clause 1 of section III (see above) and after taking into account any other credit standing to the lessee's account, then the lessee has to pay the amount owing within 21 days of the service of the annual statement [Fourth Schedule Part III clause 4].

6. The lease contains a further provision allowing the lessor to make a demand for payment from the lessee in certain circumstances. The payment has to be made by the lessee within 21 days of that demand. The circumstances in question are when the lessors have to undertake work or have to incur costs expenses or outgoings the amount whereof payable by the lessee is in excess of the amount of any credit of the lessee in the reserve fund plus the balance in the hands of the lessor of the payment made by the lessee in accordance with clause 1 Part III (see above) [Fourth Schedule Part III clause 5].

7. Directions were issued by the Tribunal on 5 October 2007 asking the Applicant to clarify under which provision of the lease the sum of £650.00 was demanded. The Applicant has failed to make that clarification.

8. On the information before it, the Tribunal has not been shown that the sum of £650.00 has been demanded in accordance with the terms of the lease.

9 November 2007



Mark Martynski - Chairman