

Leasehold Valuation Tribunal

LON/00AH/LSC/2007/0336

London Rent Assessment Panel

(transferred from Croydon County Court)

**Landlord and Tenant Act 1985 sections 27A and 20C & Schedule 11 of the
Commonhold and Leasehold Reform Act 2002**

Address: 113 Ladygrove, Pixton Way, Croydon, Surrey CR0 9LT

Applicant/ Claimant: Ladygrove (Addington) Management Ltd

Represented by: Mr R King, Mr C Gardner & Mr D Bryant

Respondent/ Defendant: Mr A Hayward

Represented by: in person

Tribunal members: Mr T J Powell LLB
Mr T Sennett FCIEH
Mrs R Turner JP

**Date of Transfer from
Croydon County Court:** 23 August 2007

Oral pre-trial review: 13 September 2007

Hearing: 27 November 2007

Decision: 27 November 2007



Decision of the Tribunal

- (1) The parties having reached a settlement, the terms of which are set out below, the reasonable amount for the Respondent to pay by way of service charge as claimed in paragraph 3 of the Particulars of Claim is £1,557.38;
- (2) In the light of the settlement agreed between the parties, the county court may consider that it need not take any further action in relation to this matter.

Reason for the Decision


1. The Respondent purchased the subject property in 1986. It is held under a lease dated 21st December 1977 and it runs for 99 years from 29th September 1977. The property comprises a one bedroom flat on the third floor of a block, and a separate garage.
2. The Applicant issued proceedings in the Horsham County Court on 25th June 2007 seeking payment of arrears of service charges in the sum of £1,987.38, costs of £35.25 in addition to the fixed costs on the claim form. The Respondent filed a defence on 1st July 2007, whereupon the matter was transferred to the Croydon County Court. By order of District Judge Mills dated 23rd August 2007 the matter was transferred to the Leasehold Valuation Tribunal. Following an oral pre-trial review on 13th September 2007 a hearing took place on the 27th November 2007, at which the parties appeared.
3. After hearing evidence for one hour it became clear that the parties were interested in trying to reach a settlement of the dispute. The hearing was adjourned and after half an hour the parties indicated to the Tribunal that they had reached an all-embracing settlement of the issues before the Croydon County Court in the following terms:
 - (i) The Respondent has agreed to pay £1,557.38 in full and final settlement of all service charge arrears up to and including 30th April 2007. In effect, the Respondent has agreed to pay only maintenance charges and land charges but no other administration or other costs;
 - (ii) The agreed sum of £1,557.38 is to be paid by the Respondent by instalments by Wednesday 2nd January 2008;
 - (iii) If there are any additional costs yet to be paid by the Applicant in respect of the period up to 30th April 2007, it is agreed that these will not be added to the Respondent's service charge account;
 - (iv) The Applicant will return a wheelbarrow to the Respondent, which had been apparently removed for health and safety reasons but is currently kept in storage;
 - (v) The Applicant made no request for the refund of any fees paid to the Tribunal;

- (vi) There was no application by the Respondent for an order under section 20C of the Landlord and Tenant Act 1985. The Respondent stated that he would not object to paying his 1% share of the service charges, insofar as the Applicant's costs and solicitor's costs of these proceedings and the county court proceedings are applied to the service charge account for all leaseholders in a future bill;
- (vii) The parties agreed that this settlement disposes of all claims for service charges and costs in the current county court proceedings.

The next step

- 4. This matter should now be transferred to the Croydon County Court but, in the light of the settlement agreed between the parties, the court may consider that it need not take any further action in relation to this matter.

Chairman:



Timothy Powell

Date: 27th November 2007