



Residential  
Property  
TRIBUNAL SERVICE

**LONDON RENT ASSESSMENT PANEL FOR THE  
RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
LEASEHOLD VALUATION TRIBUNAL**

**LANDLORD AND TENANT ACT 1985 (as amended) Section 27A**

LON/00AZ/LSC/2007/0323

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**Property:** 80A Queenswood Road, London SE23 2QS  
**Applicant:** Ms A Thompson  
**Respondent:** Mr O Gay  
**Date of Paper Consideration:** 18 October 2007  
**Date of Decision:** 18 October 2007  
**Member of the Tribunal:** Mr J C Avery BSc FRICS

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**Introduction**

1. The Applicant applied on 15 August 2007 for a determination under section 27A of the Landlord and Tenant Act 1985 as amended (the Act) of her liability to pay a service charge of £50 per month. At a pre-trial review on 18 September 2007 it was directed that the parties should submit representations, and that the Applicant should prepare a bundle, for the Tribunal to determine the application, without a further oral hearing, on or shortly after 17 October 2007.
2. The bundle was received on 11 October 2007. It contained a Summary of the Applicant's case, a letter to the Respondent dated 24 September 2007, the Lease and a number of appendices. It also contained the Respondent's case which consisted of a letter in reply from the Respondent to the Applicant dated 29 September 2007.

**Determination**

3. On 18 October 2007 the Tribunal considered the papers submitted and, for the following reasons, **determines that, within its jurisdiction, the Applicant has no liability for a service charge. The Tribunal has no jurisdiction to consider liability for ground rent.**

## Reasons for the decision

4. Ms Thompson and Mr Gay both refer to a liability for £50 per month. Mr Gay claims it as a legal entitlement because Ms Thompson was told when she took an assignment of the lease (i) in answer to her solicitor's enquiries and (ii) in the title information sheet which appears to have been sent to her by Optima Legal Services.
5. Ms Thompson disputes the amount of £50 per month on the basis that it is excessive, no works have been done and she knows no bank account into which she should pay it.
6. Mr Gay replies that the sum covers cyclical costs which he says are detailed in the lease. He provided no invoices (as directed) to evidence any expenditure.
7. The Tribunal were provided with a copy of a lease made on 9 September 1985, which is understood to be the lease under which Ms Thompson holds the premises. The Tribunal could find no provisions in the lease relating to any service charge. It provides for the tenant to insure, repair and decorate (internally and externally) the demised premises and there are no covenants for the landlord to do so. However, if the tenant defaults in repairing or insuring, the landlord may do the work and reclaim the cost. The only provision for sharing costs relates to the maintenance of common parts, where each of the two flat owners contributes one half of the other's expenditure.
8. There is thus no provision in the lease whereby Mr Gay may claim any specific regular service charge, or any sinking fund to save up for future expenditure.
9. It may be that custom and practice over the years has led to certain works being carried out by the landlord as a matter of convenience, and with the agreement of all parties as to the management and cost of the work. Ms Thompson appears to accept that some such informal arrangement exists (and the Tribunal has seen no evidence of a more formal arrangement). However, in those circumstances payment for the work is not a service charge in respect of which the Tribunal has jurisdiction to determine liability.
10. Accordingly the Tribunal determines **that, within its jurisdiction, the Applicant has no liability for a service charge. The Tribunal has no jurisdiction to consider liability for ground rent.**

Signed



Chairman

Date 18 October 2007