

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE**  
**SOUTHERN RENT ASSESSMENT PANEL**  
**LEASEHOLD VALUATION TRIBUNAL**



Section 27A Landlord and Tenant Act 1985

Application for a determination of liability to pay service charges

**DECISION AND REASONS**

**Case Number:** CH1/OOHG/LIS/2007/003

**Property:** Flat 6, 72 Alma Road, Plymouth, Devon

**Applicant :** P. B. Hunt and Mrs M. Roberts

**Respondent :** Plymouth Land Management

**Date of Application:** 2<sup>nd</sup> January 2007

**Date of Hearing:** 20<sup>th</sup> June 2008

**Appearances:** Mr P. B. Hunt (for Applicant)  
Mr C. E. S. Knapper – Fursdon Knapper Solicitors (for Respondent)

**Witnesses:** None

**In Attendance:** Mr Jim May (Regional Manager)

**Tribunal Members:** Miss Cindy A. Rai (LLB) Chairman  
Mr. T. E. Dickinson BSc FRICS (Valuer Member)

**Date of Decision:** 02 July 2008

## **SUMMARY OF DECISION**

- 1 The Applicant withdrew the application, at the hearing and with the consent of the Respondent, the parties having reached agreement as to which of the disputed service charge payments the Applicant would pay.

## **BACKGROUND**

- 2 The Applicant made the application under s. 27A of the Landlord and Tenant 1985 on the 2<sup>nd</sup> January 2007 for a determination of his liability to pay certain disputed service charges. Following the issue of directions and correspondence with the Panel office the parties tried to reach agreement.
- 3 At the commencement of the substantive Hearing, (following introductions), the Respondent's legal representative indicated that he wished, with the full consent of the Applicant, to make an application to adjourn the Hearing.
- 4 The Applicant confirmed that he agreed with the application made by the Respondent for an adjournment of the Hearing
- 5 The reason put forward by the parties, in support of their joint application for an adjournment, was that they had already reached an agreement which they had documented, or which would soon be documented, with regard to a conditional sale of the freehold.
6. There had also been an exchange of "open correspondence" in which the Respondent had agreed to remove the following payments from the outstanding service charges, disputed by the Applicant, and the subject of this application:
  - (a) All interest payments for 1999, 2000, 2002 - 2006
  - (b) All charges for "consent to let" for years 1998 - 2006
  - (c) Accounting charges for 1998 and 2002 - 2006

8. The Chairman asked the Applicant to confirm that he was in full agreement with the application for an adjournment of the hearing, which he did. She then reminded both parties of the content of Regulation 15 of the Leasehold Valuation Tribunals (Procedure Regulations) (England) 2003, which states that the Tribunal shall not postpone or adjourn a hearing except where it considers it is reasonable to do so having regard-
- (a) to the grounds for the request;
  - (b) the time at which the request is made; and
  - (c) the convenience of the other parties
9. She said that whilst she would consider their application for an adjournment and discuss it with the other Tribunal member, in principle, given the date of the original application and the fact that the application for adjournment was being made at the actual hearing, she was not herself persuaded, initially, as to the validity of such an application.
10. She produced a typed schedule listing the disputed service charges (as set out in the application) on a single sheet of paper, a copy of which was circulated to the Applicant and the Respondent (and a copy of which is attached to this decision). The parties examined this and were able to delete those items that the Respondent had now agreed to remove.
11. The Applicant then told the Tribunal that he would accept liability to pay all the other outstanding items which comprised the following:-
- 1 Repairs in 1998
  - 2 Additional Costs in 2000
  - 3 Management Charges; years 1999 – 2006 inclusive
- The amount of "accepted" outstanding payments totalled £1,280.14.
12. The Respondent requested that the Tribunal issue a "certificate of reasonableness" with regard to the items, liability for the payment of which, the Applicant had accepted.
13. In view of the agreement by the Applicant to pay the "agreed" outstanding service charges the Tribunal had no jurisdiction to examine the evidence as to the reasonableness of any of the service charges. It confirmed that it would record the agreement reached between the parties but that as they had reached an agreement the Tribunal could not make a determination.

## **THE LAW**

14. The statutory provisions relevant to this application are contained in sections 18, 19 and 27A of the Landlord and Tenant Act.1985. When the Application was made by the Applicant he disputed his liability to pay certain items charged by the Respondent as service charges. Subsequently at the Hearing the Respondent had agreed not to seek to recover certain items and the Respondent had agreed to pay others that he had, hitherto, disputed..
15. Having considered the provisions of section 27 (4) the Tribunal were satisfied that it had no jurisdiction nor was it necessary to consider the reasonableness of those items of service charge, which the Applicant had at the Hearing agreed to pay to the Respondent.

## **DECISION**

16. The Applicant and the Respondent jointly confirmed that the application to adjourn the Hearing was withdrawn.
17. Having reached a satisfactory agreement with the Respondent to pay an agreed amount of £1,280.14 in respect of the agreed items of outstanding service charge payments demanded by the Respondent, the Applicant withdrew the application before the Tribunal.
18. The Tribunal was told that the Respondent had already supplied written confirmation to the Applicant, prior to the hearing, that the Applicant was not liable to pay any other outstanding service charges (excluding the agreed items).
19. With the agreement and consent of both parties the Tribunal record that the Application for the determination of the Applicant's liability to pay service charges was formally withdrawn.

Cindy A. Rai LLB

Chairman

72 alma Road Year	Flat 6 Item	Schedule of disputed "service charges" Amount	Total
1998	Repairs	251.43	310.72
	Consent to let	45.00	
	Accounting	14.29	
1999	Management Charge	92.50	198.43
	Consent to let	50.00	
	Interest	55.93	
2000	Management Charge	97.50	524.99
	Consent to let	50.00	
	Additional Costs	241.71	
	Interest 98/99	135.78	
2001	Management Charge	99.50	149.50
	Consent to Let	50.00	
2002	Management Charge	99.50	261.91
	Consent to Let	50.00	
	Accounting	25.71	
	Interest	86.70	
2003	Management Charge	99.50	269.91
	Consent to let	50.00	
	Accounting	25.71	
	Interest	94.70	
2004	Management Charge	99.50	311.45
	Consent to let	50.00	
	Accounting	25.71	
	Interest	136.24	
2005	Management Charge	99.50	334.93
	Consent to let	50.00	
	Accounting	25.71	
	Interest	159.72	
2006	Management Charge	99.50	302.78
	Consent to let	50.00	
	Accounting	25.71	
	Interest	127.57	
			2,664.62