

LON/00AW/LBC/2009/0030

FLAT U, 63 DRAYTON GARDENS, LONDON SW10 9QZ

BACKGROUND

1. This was an application made under s 168(4) of the Commonhold and Leasehold Reform Act 2002. The Applicant, Farrer Property Management Limited, through their solicitor, Alan Block Solicitors (trading as Mulcare Jenkins, Solicitors) had obtained judgment from Haywards Heath County Court on 5 September 2008, making the Respondent, Shanti Kandasamy, liable for service charges. The disputed amount totals £12,996.66. Mulcare Jenkins had also written to the LVT requesting immediate forfeiture of the Respondent's Lease because the Respondent had gone abroad without paying the service charges owing to their client, the freeholder. On 23 April 2009 the LVT had written to Mulcare Jenkins pointing out that s 146 of the Law of Property Act 1925 did not apply to arrears of rent and that s 169(7) of the Commonhold and Leasehold Reform Act 2002 exempts service and administration charges from the provisions of s 168 of that Act, so that the LVT does not have jurisdiction to declare a breach of covenant for non payment of service or administration charges, as in the case of other breaches of covenant which must be established at the LVT before an application is made to the County Court for forfeiture. Any application for forfeiture must therefore be heard in the County Court and not before the LVT.

2. In view of the Applicant's solicitors' application subsequent correspondence received on 1 May 2009, nevertheless renewing their application, on 5 May 2009 the LVT issued Directions setting the case down for a jurisdiction determination, on the Tribunal's paper track without an oral hearing at 10 am on 3 June 2009.

3. Having duly perused the bundle of papers supplied on 15 May 2009 the Tribunal confirmed the content of the letter of 23 April 2009 and determined that the Tribunal does not have jurisdiction and that the Applicant's solicitors' appropriate forum is the County Court where they had already obtained the judgment of September 2008.

4. The Tribunal does not have jurisdiction to order forfeiture of the Respondent's Lease nor to determine that any breach of covenant has occurred.

Chairman..... *Frances Bond*.....

Date..... *5-6-09*.....