

4951

LEASE
2nd Floor
31 Worship Street
London
EC2A 2DX

Monday, March 29, 2010

Dear Sirs,

**NOTIFICATION OF DECISION OF THE LEASEHOLD VALUATION
TRIBUNAL**

**RE: LANDLORD & TENANT ACT 1985 – SECTION 27A (1)
AND : LANDLORD & TENANT ACT 2002 – SECTION 168**

**PREMISES: FLAT 14, THORNDON COURT, EAGLE WAY, WARLEY,
BRENTWOOD, ESSEX, CM13 3BY**

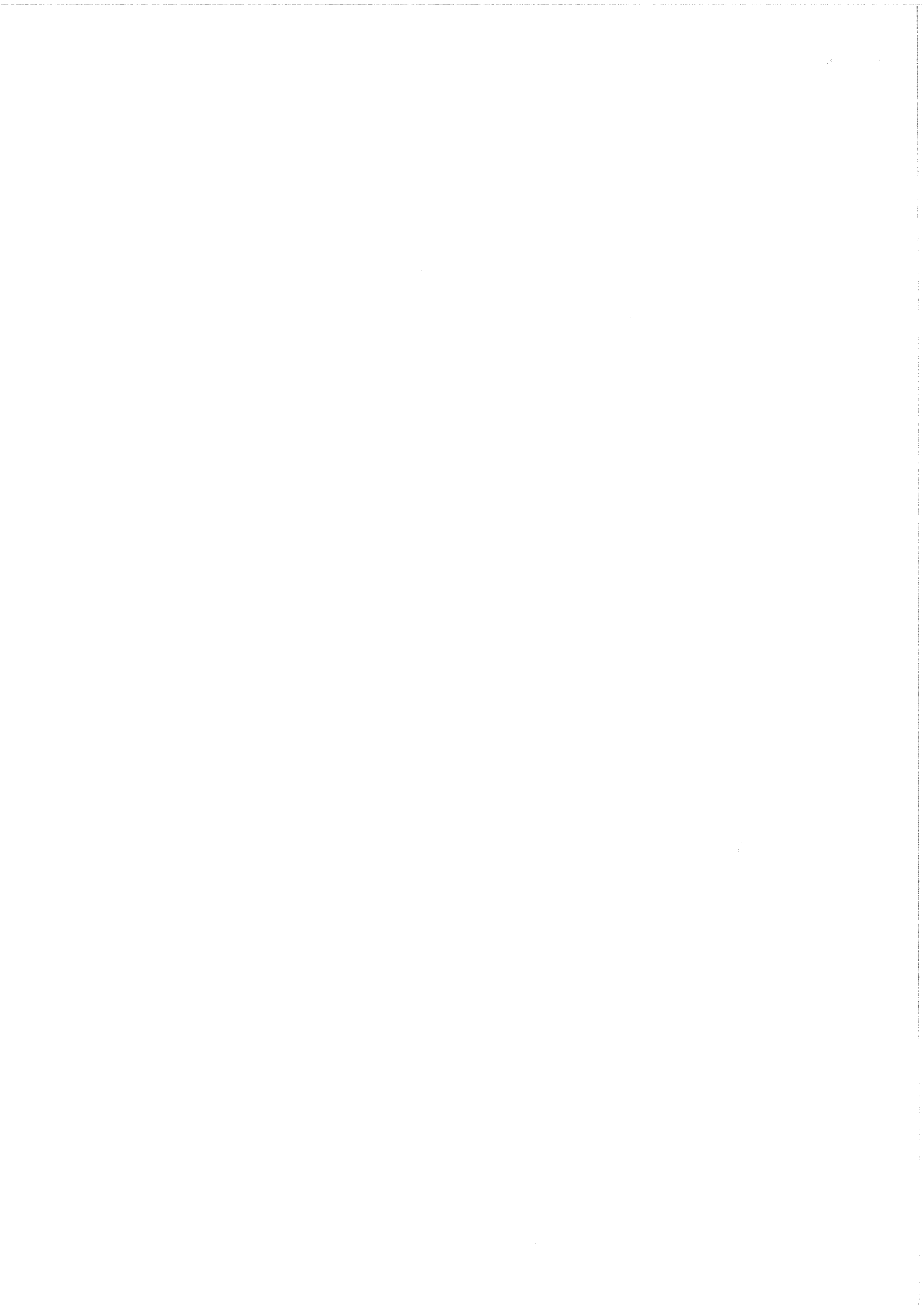
Please find enclosed a copy of the LVT decisions for the above case.

Case No: CAM/22UD/LSC/2009/0112
Date of Application: 14TH September 2009
Date of Decision: 25th February 2010

Yours faithfully,



Mrs. V. Roberts
Case Officer



CAM/22UD/LSC/2009/ 0112

IN THE MATTER OF
THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002, SECTION 168:
APPLICATIONS FOR (1) A DETERMINATION OF LIABILITY TO PAY SERVICE
CHARGES (2) A DETERMINATION OF LIABILITY TO PAY AN
ADMINISTRATION CHARGE AND (3) A DETERMINATION THAT THE
RESPONDENT IS IN BREACH OF A LEASE BETWEEN THE PARTIES IN
RELATION TO FLAT 14, THORNDON COURT, EAGLE WAY, WARLEY,
BRENTWOOD, ESSEX CM13 3BY.

APPLICANT: THORNDON COURT LIMITED
RESPONDENT: ARNAUD MICHEL ANDRE THERIN

Application

1. This was an Application by a management company, Thorndon Court Limited, for the Determinations set out, and in respect of the flat referred to, above.

Hearing

2. The Applicant was represented by Counsel. The Tenant did not attend. It was clear from the papers that the Tenant had "disappeared". Efforts had been made to trace him in various ways, including via his mortgagee, but to no avail.

The Tribunal questioned the management company's representative at some length and satisfied itself that the service and administration charges were reasonable. It was also satisfied that extensive efforts had been made to find the Respondent. The Respondent had given only the subject property as his address and no other address for service had been given to Land Registry.

While the Applicant's representative was not able to produce copies of the demands for service charges to the Tribunal, the Tribunal was satisfied that no other lessee had contested the charges and were prepared to accept that the proper notices had been served.

The Tribunal was further satisfied that the Tenant had breached those parts of the Lease as are detailed below.

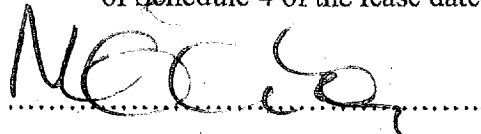
DETERMINATION

3. On 25th February 2010 the Leasehold Valuation Tribunal, having (1) inspected (externally) the subject property (2) heard evidence from and read the Witness Statements of C. Chattey and J. Gadsden (and other documents included in the Applicant's Hearing Bundle) (3) resolved to proceed in the Respondent's absence and (4) heard Counsel for the Applicant, determined as follows:

3.1. The amount of the Service Charge for the years ended 31st March 2008, 2009 and 2010 payable by the Applicant is £2,040 as at the date of this Determination.

3.2. The amount of the Administration Charge payable by the Applicant is £402.50.

3.3. The Respondent has breached paragraphs 4.01, 4.03, 4.04, 4.05 and 4.27 of Schedule 4 of the lease dated 14th September 1981.



M. G. WILSON
Chairman

25th February 2010.