

**LEASEHOLD VALUATION TRIBUNAL for the
EASTERN RENT ASSESSMENT PANEL
Landlord and Tenant Act 1985 – Section 27A
Commonhold and Leasehold Reform Act 2002 – Section 168(4)
CAM/22UH/LSC/2010/0051**

Property : 1 Somerset Court, 136 Queen's Road,
Buckhurst Hill IG9 5AT

Applicant : 136/138 Queen's Road Management Co. Ltd
Landlord

Represented by : Mr Marc Walding Director

Respondent : Ms Maria Elizabeth Christakis Tenant

Represented by : Ms Maria Christakis In Person

Date of Applications: 13 April 2010

Date of Hearing : 15 July 2010

Date of Decision : 26 July 2010

Tribunal : Mr John Hewitt Chairman
Mr Roland Thomas MRICS
Mr David Cox JP

Decision

1. The decision of the Tribunal is that:
 - 1.1 By consent:
 - 1.1.1 The Respondent accepts that as at 15 July 2010 the arrears of service charges payable by her to the Applicant stood at the sum of £1,350.00;

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- 1.1.2 The Respondent shall discharge the said liability of £1,350.00 by 14 August 2010;
 - 1.1.3 It is recorded that the Respondent has stated that she will resume payment of a monthly standing order in respect of contributions to service charges in the sum of £90.00 in favour of the Applicant with effect on and from 1 August 2010; and
 - 1.1.4 It is recorded that the Applicant has withdrawn its application made pursuant to s168(4) Commonhold and Leasehold Reform Act 2002.
- 1.2 It requires that the Respondent shall by 4pm Friday 27 August 2010 reimburse the Applicant the sum £110 being one half of the fees paid by the Applicant to the Tribunal in connection with these proceedings.

Reasons

Background

2. The Applicant, which we were told is both the freehold owner and the Management Company named in the lease and controlled by the 10 lessees of the development known as Somerset Court, made two applications to the Tribunal. One was made pursuant to s27A of the Landlord and Tenant Act in respect of alleged arrears of service charges. The other was made pursuant to s168(4) of the Commonhold and Leasehold Reform Act 2002 (the 2002 Act) in respect of four alleged breaches of covenant set out in the lease.
3. The Tribunal inspected the development on the morning of 15 July 2010 in the presence of Mr Walding and Ms Christakis and a number of physical features of the development and the common parts were drawn to our attention.
4. The hearing commenced at 11:00 and we heard evidence and submissions from Mr Walding and Ms Christakis. During the course of the hearing a number of matters became clearer to the parties. It

emerged that the principal objective of the Applicant was to collect in the alleged arrears of service charges in order to assist fund the cost of roof works which are, evidently, required urgently. Ms Christakis was also keen that the roof repairs should be carried out and being reassured about a number of matters she was prepared to agree to a consent determination of the arrears payable. In return Mr Walding was prepared to withdraw the application in respect of alleged breaches of covenant made pursuant to s168(4) of the 2002 Act.

5. We have therefore made an appropriate determination in the terms of paragraph 1.1 above.

Reimbursement of Fees

6. The only outstanding matter in dispute was the Applicant's application for reimbursement of fees of £220 paid to the Tribunal in connection with these proceedings.
7. Mr Walding made representations to us on the application. He said that the arrears were due and that Ms Christakis had refused to make payment leaving the Applicant no alternative but to come to the Tribunal. He also submitted that it would be unfair on the remaining nine lessees if they had to bear the cost of the fees and that they expected him to make the application.
8. Ms Christakis said that she opposed the application with her heart but could not really be bothered to argue it and that it would be illogical for her to do so. Ms Christakis reiterated that her sole concern was to get the roof repairs moving.
9. It was clear to us from the papers read by us and the evidence and submissions made to us that there has been a history at this development going back some years and involving a former director of the Applicant who has now sold her flat and moved away. Some issues have spilled along and have created difficulties with both sides taking

positions which have not necessarily helped smooth things out. We acknowledge that Ms Christakis has endured difficulties. We acknowledge that Mr Walding, who was appointed a director of the Applicant only recently, inherited a difficult situation and that he has given generously of his time in getting to grips with issues at the development to move on.

10. The Tribunal was pleased that during the course of the hearing progress was made by the parties and that they were able, with some sensible give and take on both sides, to reach agreement on the two substantive applications made to the Tribunal. Taking this and the general background into account we consider that the most just and equitable course is to emulate the give and take and thus we decided that the fees of £220 should be shared equally between the parties. We have thus made a requirement that Ms Christakis reimburse one half of the fees. In arriving at this requirement we have taken into account that of the £110 to be borne by the Applicant Ms Christakis will bear 10% along with the each of the other nine lessees.

**The Schedule
The Relevant Law**

Leasehold Valuation Tribunals (Fees) (England) Regulations 2003

Regulation 9(1) provides that subject to paragraph (2) a Tribunal may require any party to the proceedings to reimburse any other party to the proceedings for the whole or any part of any fees paid by him in respect of the proceedings.

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John Hewitt
Chairman
26 July 2010