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HM Courts & Tribunals Service

Residential Property TRIBUNAL SERVICE

LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL

Landlord and Tenant Act 1985 – Section 27A
LON/00AH/LSC/2011/0472

Property	:	80A Selhurst New Road, London SE25 5PU	
Applicant	:	Mr Abiodun Shogbonyo	Tenant
Represented by	:	Mr K Atolagbe	Solicitor
Respondent	:	Mr Wendell Gayle Pitters	Landlord
Represented by	:	Mr W G Pitters	In Person
Date of Application:		13 July 2011	
Date of Hearing	:	24 October 2011	
Date of Decision	:	17 November 2011	
Tribunal	:	Mr John Hewitt	Chairman
		Mr Alan Manson	FRICS
		Mr Nat Miller	BSc

Decision

1. The decision of the Tribunal is that:

1.1 The service charges payable by the Applicant to the Respondent are as follows:

2007/8	£532.86
2008/9	£467.56
2009/10	£414.90

As shown in Appendix 1 attached to this Decision.

1.2 The above service charges will be payable by the applicant to the Respondent upon the Respondent giving to the Applicant a demand for them which shall be compliant with section 47 Landlord and Tenant 1987 and The Service Charges (Summary of Rights and Obligations, and Transitional Provisions)(England) Regulations 2007 SI 2007 No.1257 and other relevant legislation.

1.3 The applicant is entitled to set-off against the service charges otherwise payable the sum of £25 in respect of his counterclaim.

1.4 Of the sum of £767.94 paid by the Applicant to the Respondent on 15 August 2007, £567.94 shall be allocated to the service charge account being the amount payable for the year 2005/6 and £200 shall be allocated to the ground rent account.

1.5 An order shall be, and is hereby, made pursuant to section 20C of the Act to the effect that no costs incurred, or to be incurred, by the Respondent landlord in connection with these proceedings are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.

1.6 The Applicant's application for reimbursement of fees shall be dismissed.

NB Later reference in this Decision to a number in square brackets ([ ]) is a reference to the page number of the hearing file provided to us for use at the hearing.

Background

2. 80 Selhurst New Road was originally constructed as a detached house in 340mm and 230mm brick walls beneath a pitched and tiled roof in or about late Victorian times. Subsequently it has been converted and adapted to comprise four self-contained flats. One flat is currently vacant and un-let, one flat is subject to a protected or statutory tenancy

and two flats have been let on long leases, one of which is the subject basement flat, 80A.

3. There is clearly a good deal of antipathy between the Applicant and his friend and solicitor, Mr Atolagbe, on the one hand and the Respondent on the other hand. Evidently Mr Atolgabe is a former lessee of the subject flat and he continued to occupy it as a sub-tenant following the transfer of the lease to the Applicant in January 2006. It seems that Mr Atolagbe moved out recently and the flat is now let to another sub-tenant.

4. Initially the Respondent was very sceptical that the Applicant was the true owner of the flat and he believed that Mr Atolagbe remained the beneficial owner. At the hearing it was clarified that the Respondent accepted that the Applicant was registered at the Land Registry as the proprietor of the lease and that he was thus the legal owner of the flat and the party responsible to pay the ground rent and the service charges.

5. Unfortunately the parties have progressed the application with considerable ill will and both appear to have gone out of their way to be difficult and awkward with each other. Directions were not complied with. The parties did not co-operate with each other over the contents of the trial bundle. The Applicant, or rather his solicitor, Mr Atolagbe, submitted the trial bundle late and omitted some of the Respondent's key papers. Additional documents were submitted to the Tribunal late by the Applicant but a full set of copies were not sent to the Respondent. In consequence a deal of time was spent at the beginning of the hearing trying to sort out and ensure that adequately paged numbered trial bundles were available to the parties and the Tribunal so that we could get on and determine the substantive issues.

6. The substantive issues were clarified to be:

Service Charges

In each of the years 2007/8 2008/9 and 2009/10 the sums claimed by the Respondent in respect of General Maintenance.

The proper allocation of a sum of £100 included in the sum of £767.94 paid by the Applicant to the Respondent on 15 August 2007.

Counterclaim

The Applicant asserted that he had a counterclaim for damages against the Respondent and that he was entitled to set-off the amount of his counterclaim from service charges otherwise due and payable. Originally the counterclaim comprised five items. At the hearing the applicant sought permission to amend the counterclaim to include a sixth item, alleged damage to floor coverings said to have occurred on 20 July 2007. The claim was for £1,500. The incident is mentioned in some correspondence and is referred to in paragraph 11 of the Applicant's witness statement which the Respondent has had for some while. The application was opposed by the Respondent who contended he was prejudiced by it. We noted that in his own evidence the Respondent confirmed that he was notified of the incident at the time and that he inspected the alleged damage on or shortly after 20 July 2007. We decided to allow the amendment because the subject incident had been raised in the papers and that all relevant witnesses to it were present at the hearing and that it was pragmatic to deal with all issues between the parties so that there could be closure for them.

Accordingly we allowed the amendment. We then went on to consider whether we should exercise our discretion to entertain the counterclaim. We considered the guidance given in *Continental Property Ventures Inc v White* LRX/60/2005, a decision of HHJ Michael Rich QC given on 15 February 2006. We considered that we should do so because the equitable right of set-off had not been expressly excluded by the lease and if the counterclaim was valid in whole of in part the Applicant would be entitled to set-off damages so that the existence of the counterclaim went to the question of payability. Further at the heart of the service charges in dispute were sums allegedly incurred by the Respondent in connection with the repair and maintenance of a soakaway in the front basement close to the front

(c) the forecourt of the property and the paths and driveways

(iv) to decorate the exterior of the property.

10. It was not in dispute that the soakaway and the stairway down into the basement area both referred to below were matters for the landlord to keep in good and substantial repair and condition within the meaning of the lease and that the costs of doing so fell within the service charge regime.

Matters in Dispute

11. The subject flat, 80A, is the basement flat. The front door to that flat is accessed via an external stairway down to a basement forecourt. In the floor of the basement area there is a grill beneath which is a soakaway, which has sometimes been referred to as a drain or a sump. We shall refer to it as a soakaway because it appears to be common ground that it is not connected to a drainage system and it seems to us that soakaway is the more accurate term to adopt. As we understand it a soakaway is a pit filled with rubble or stones (usually) into which surface water drains. It appears that rainwater accumulates in the basement forecourt and the purpose of the soakaway is to allow the rainwater to soak away. So far as we are aware there are no rainwater down pipes discharging into the basement forecourt and there are no domestic drain pipes such as might serve kitchens, outhouses or bathrooms discharging into the basement forecourt so that the only liquid entering the grille and hence the soakaway beneath ought to be rainwater falling directly into the basement forecourt.

12. At the heart of the service charge dispute was the costs claimed by the Respondent in relation to works to the soakaway and the costs of unblocking the soakway and of unblocking a quite separate and unconnected drain at the rear of the building. The costs said to have been incurred (and which are in dispute) were as follows:

2007/8	Soakway	£600
2008/9	Unblocking drains	£900
2009/10	Unblocking drains	£500

The evidence

13. Evidence was given by the Applicant, the Respondent and Mr Atolagbe. The witnesses did not strive to assist us and they did not shine. All witnesses were keen to assert that they had not received many items of correspondence allegedly sent to them by the opposite party. On occasions such assertions were retracted when it was pointed out that they had in fact replied to the correspondence they denied they had received.

14. We came to the view that in general terms we could not rely with confidence on much of the oral evidence given to us and where possible we strove to find corroborating evidence to try and make some sense of the disputes.

The soakaway and drains

15. The Respondent said that Mr Atolagbe reported to him that the soakaway was blocked, he attended, as he said he always did. He poked into the grille with a stick and he found that the soakaway remained blocked, he removed the grill, put his hand into the void and found it was full of fat. The Respondent was unable to say where the fat came from as the kitchen drains did not connect to the soakaway, but later he accused Mr Atolagbe of tampering with it. The Respondent said he was so concerned about what he found that he consulted Yellow Pages to see if he could find a drainage company to come out and deal with it. Some of them quoted to him £3,500 because this was a weekend. He was unhappy at such a cost. The Respondent said that he got into conversation with a neighbour up the road who recommended someone to him. He cannot now recall who the contractor was. However he turned up and tried to chemically clear the blockage but to no avail. He condemned the soakaway and said it

should be rebuilt. The Respondent went off and got some materials and the contractor also went off to get some materials. The contractor then dug out the area and the soakaway to a depth of 41 inches and repacked it with broken bricks, ballast and shingle. He then replaced the covering grille and tested it and it worked fine. The contractor charged him £600 in cash but would not give a receipt. Evidently if a receipt was required the bill would have been £1,500.

16. In cross-examination the Respondent said that he bought the property in 1995 and did not have any trouble with the soakaway until 2006 when Mr Atolagbe unlawfully interfered with the kitchen drains at the rear of the property. The Respondent maintained that the soakaway was tampered with and that fat must have been poured into it, by or with the knowledge of, Mr Atolagbe. The Respondent also said that over time he had found a number of foreign bodies blocking the grill including, leaves, cigarette butts, rubbish bags, condoms and cat and dog litter. He complained that most of these problems were caused by Mr Atolagbe's occupation of the flat. The Respondent also complained that shortly after this work was carried out Mr Atolagbe made a further complaint of a blockage. He attended site and found the soakaway to be working fine. He also said that he asked his tenants to keep a log on the soakaway, they did so in an exercise book and no problems were recorded. The exercise book is no longer available.

17. The oral evidence before us was conflicting. Mr Atolagbe had little to say that was of any assistance. There was little material we could rely upon to corroborate what was said to us. In September 2007 the Applicant commissioned a report from Jackson Lee & Co, Chartered Surveyors & Building Engineers [52]. It makes brief reference to a soakaway and gully arrangement. It appears to be suggested that at first sight beneath the grill there was a gully connected to a soakaway but that it was not functioning properly when a bucket of water was poured into it. The report concluded that the soakaway was of little use

in dispersing significant amounts of rainwater which may accumulate in the paved forecourt in which it is located.

18. In the light of the limited materials available to us and in the absence of any supporting documentation provided by the Respondent we were not persuaded that the sum in issue was expended, was reasonably incurred or reasonable in amount. We have grave doubts that the soakaway was in fact blocked with fat or kitchen waste and we reject the allegation that Mr Atolagbe tampered with the soakaway, it just does not seem credible to us. If there was such a serious blockage as the Respondent says he found we do not accept that a reasonable response was to engage an unknown contractor to carry out quite a deal of work, without any estimate, documentation or receipt given. Given that residential service charges is a highly regulated sector and that the lease requires chartered accountants to issue certificates of service charge expenditure it behoves the landlord to ensure that all expenditure is properly and reasonably documented. We thus disallow the sum of £600 included in the 2007/8 accounts.

Blocked Drains

19. The Respondent said that to save expenditure he had taken to carrying out a good deal of the routine repairs and maintenance himself. He charges his work at about £10 per hour and invoices his costs once a year. In 2008/9 he claimed £1,900 for General Maintenance [65] of which he estimated £900 was in respect of drain inspections and unblocking. In 2009/10 he claimed £1,250 for General Maintenance [67] of which he estimated £500 was in respect of drain inspections and unblocking. The Respondent told us that he kept a log of his time in an exercise book and that he consulted the log when he came to raise his invoices. Evidently the exercise book is no longer available because it was lost by his solicitors. The Respondent said that he made numerous visits to the property, often in response to reports of blocked drains and that sometimes he was there as often as 4 or 5 times per week.

20. On behalf of the Applicant it was submitted that the Respondent was unable to show that the costs claimed had been expended, were reasonably incurred or were reasonable in amount.

21. We accept that the Respondent carries out some repair and maintenance work himself. How much, we do not know. We accept that his reason for doing so is to keep the costs to a minimum. We infer that the two flats let on long leases contribute 25% each to the service charges and that the Respondent picks up the remaining 50% in respect of the flat let by him to a secure tenant and the flat which is vacant.

22. It is evident that there is a major issue between the Respondent and Mr Atolagbe about drainage, particularly at the rear of the property. In 2004 there was litigation between them in connection with alterations to the communal drainage system carried out Mr Atolagbe without the Respondent's consent. Mr Atolagbe brought a claim against the Respondent. A single joint expert report was provided by Mr M J Hemming FRICS. A copy is in the Respondent's bundle at [30]. The court dismissed Mr Atolagbe's claim with costs. The Respondent asserts that drainage continues to be a problem caused by Mr Atolagbe and the unlawful works he carried out in 2002 or 2003.

23. We infer that the Respondent is out to make a point about the cost of drainage related works. If the drains are as troublesome as the Respondent would have us believe we find that the appropriate and reasonable response would have been to initiate works of repair to ensure that they function properly.

24. In the absence of any supporting documents from the Respondent in respect of the alleged expenditure we were not satisfied that the sums claimed have been expended, were reasonably incurred and are reasonable in amount. We have thus disallowed the sums in dispute.

Cash account issue

25. This relatively minor issue in dispute related to the correct allocation of a sum of money paid by the Applicant to the Respondent.

26. It was not in dispute that under cover of a letter dated 15 August 2007 the Applicant sent to the Respondent a letter and enclosed a cheque drawn in the sum of £767.94 expressly said to have been in payment of *'ground rent and service charge'*. It was not is dispute that at time the outstanding service charge for year 2005/6 was £567.94 and those service charges are not in challenge.

27. The Respondent told us that he allocated £567.94 to the service charge account and £200 to the ground rent account.

28. The Applicant submitted that only £100 should have been allocated to the ground rent account and the balance to the service charge account so that his service charge account would have been in credit by £100.

29. From a financial point of view the rival arguments produce no difference at all. If one account is now to be debited the other is to be credited. No money changes hands.

30. The Applicant as the debtor did not nominate expressly how much should be allocated between the two accounts. If he had wanted only £100 allocated to the ground rent account he should have said so clearly.

31. We find that the Respondent as the creditor was entitled to allocate the funds between the two accounts as he saw fit. We find that it was perfectly reasonable and rational for him to clear the service charge account and allocate the balance to the ground rent account.

32. Thus we reject the Applicant's submission that £100 should now be debited to his ground rent account and credited to his service charge account.

The counterclaim

Insurance £795.

33. There was no issue between the parties that the property has always been insured and there was no dispute over the amount of the insurance premiums payable.

34. The Applicant contended that his solicitors had given notice of assignment and notice of charge to the Respondent by letters dated 23 June 2006 [22] and 17 November 2006 [22 and 19]. The Respondent denies receiving the first letter but accepts he received the November 2006 letter.

35. The Applicant says that he first wrote to the Respondent on 27 November 2006 [30] requesting a copy of the insurance policy (evidently his mortgagees had asked to see it) and that he wrote follow up letters on 3 January, 16 March and 10 August 2007 [32]. The Applicant was not able to produce copies of all of these letters. The Respondent says he did not receive any of them. This is a little curious because the 27 November 2006 and 10 August 2007 letters were addressed in the same way as the 15 August 2007 letter enclosing a cheque which the Respondent did apparently receive.

36. Evidently because the Applicant was unable to provide a copy of the insurance effected by the Respondent the Applicant's mortgagees effected some sort of policy of their own in October 2006 at a cost of £795.75 which they proceeded to collect from the Applicant on a monthly instalments basis over the period 1 December 2006 to 28 February 2008. Letters dated 29 September and 13 November 2006

from London Mortgage Company and London Personal Loans at [27 and 28] refer.

37. The applicant submitted that because the Respondent did not provide the insurance policy his mortgagees effected a policy at a cost to him of £795.75 which he was entitled to recover from the Respondent by way of counterclaim.

38. We have no hesitation in rejecting the claim. On his own evidence the Applicant completed his purchase of the flat on 11 January 2006 and the first time that he wrote to the Respondent requesting a copy of the policy was by letter dated 27 November 2006 by which time his mortgagees had already effected a policy of their own at his expense.

39. The claim may have had some force if the Applicant could have shown (which he did not) that he had made a timely application to the Respondent for a copy of the policy and/or exercised his rights under the Schedule to the 1985 Act.

Surveyor's Report £352.50

40. The Applicant said that he procured the report in September 2007 [52] because the Respondent was in breach of covenant as regards the maintenance of the soakaway and he wanted to find out exactly what the problem was. The Applicant and Mr Atolagbe made general allegations of frequent blocking of the soakaway and water ingress to the flat but were limited as to examples they could describe.

41. It was not in dispute that on 20 July 2007 a water ingress did occur but the nature and extent of it is hotly contested.

42. The surveyor's report does not bear out the Applicant's claims. The report deals in rather short measure with the soakaway and makes no recommendations about it. Rather the report focuses much more on the drainage arrangements at the rear of the property, the back-up of

sewage and the rainwater goods at the rear of the property. These matters appear closely connected to the modifications to the drainage arrangements effected by Mr Atolagbe some years earlier.

43. We therefore reject the submission that the Respondent was in breach of covenant with regard to the soakaway to such an extent that the Applicant was entitled to procure a report on the matter and recover the expense from the Respondent.

Clear Rod £152.50

44. The Applicant asserted that problems with the soakaway had become so severe by March 2008 that he was justified in calling in Clear Rod to carry out works to it. The works are described at [58 & 59]. It appears that much if the remedial works said to have been carried out by the Respondent's contractor in 2007 were undone and removed. Clearly the Applicant's remedial works were not that successful because he still complains of blockage of the soakaway post March 2008.

45. There was no evidence before us upon which we could rely that the Applicant had put the Respondent on notice of the alleged disrepair or that the circumstances were such that he was justified in carrying out the work himself and that he was entitled to recover the cost as damages for breach. We thus reject the claim.

Bathroom and Kitchen Repairs £850

46. This relates to an alleged internal water ingress incident which occurred in November 2006. Works of repair were carried out in November 2008. A receipt for the repair work is at [68]. The Respondent denied he had ever seen the damage or that it had been reported to him.

47. The Applicant was unable to show what it was that caused water to enter the subject flat from the flat above, still less that the water ingress was due to a breach of covenant on the part of the Respondent or

breach of duty of care on the part of the Respondent. There mere fact that there may have been an ingress of water does not of itself demonstrate or prove a breach. Furthermore the Applicant was unable to give any convincing explanation as to why he did not pursue an insurance claim. The Applicant failed to discharge the burden of proof upon him that the alleged incident occurred and still less that it was due to a breach on the part of the Respondent.

48. In these circumstances we reject the claim.

Repairs to Stairs £100

49. It was alleged that the nosing on one of the treads of the external concrete stairway leading down into the basement area had worn away and was in disrepair and required attention. We were shown a photograph of the repair.

50. The wearing of the steps was mentioned by the Applicant to the Respondent in a letter dated 23 November 2009 [64]. The Respondent accepted that he was aware the nosing was in disrepair and needed attention and that he had not got around to dealing with it. He could not give a convincing explanation as to why not. He suggested that part of the problem was damage caused by a workman when the Applicant had a new front door fitted. We infer his disinclination to deal with the disrepair was related to his antipathy towards the Applicant and Mr Atolagbe.

51. In these circumstances we find that the Respondent was in breach of his repairing covenant and that that given the health and safety risk it was not unreasonable for the Applicant to attend to the repair himself. The invoice for the repair is at [69] in the sum of £100. It is dated 15 May 2011. We are far from satisfied that a reasonable cost of repair is £100. Drawing on our accumulated experience and expertise we conclude that a reasonable cost of repair should have been no more than £25 and we assess damages in this sum.

Hallway Damage £1,500

52. This is the counterclaim that was allowed in at the hearing. It relates to an incident which occurred on 27 July 2007. It is referred to in the letter of 10 August 2007 [32] which the Respondent denies receiving. The claim is that the soakaway was blocked and water built up and entered the flat beneath the front door.

53. The Respondent accepts that the incident was reported to him and that he inspected the alleged damage a day or two afterwards. He denies that the soakaway was blocked and he asserts that the front door did not have a drip bar so that in heavy rain the water ran down the face of the front door and then underneath the door and into the flat. The Respondent also asserted that the damage and evidence of water marking was very small and did not require the extent of repairs now sought. The Applicant was very unclear as to the damage sustained. He submitted estimates/quotes as follows:

What's on the Floor	28.03.08	£1,979 + VAT
A.B.M. Property Maintenance	21.01.08	£3,070
E.D.S.	31.03.08	£1,500
The Carpet Shop	undated	£2,480

The range of work to be done appears to vary but broadly covers replacement wooden laminate flooring and carpets to the hallway, lounge and bedroom. This is much more extensive than the damage the Respondent says he noticed.

54. The Applicant was unable to explain why the remedial works had not yet been carried out and why he had not claimed on the insurance. He accepted that if he had made an insurance claim he would have suffered an excess of £500.

55. We find that the Applicant did not discharge the burden of proof on him both as regards liability and quantum. We were not impressed with the claim and the evidence he relied upon. As the extent of the damage we

prefer the evidence of the Respondent. We are reinforced in this view by the fact that the Applicant has still not effected remedial works and the flat has recently been sublet on a commercial basis. We thus reject this claim.

The section 20C Application – limitation of landlord's costs of the proceedings

56. An application was made under s20C of the Act with regard to the landlord's costs incurred or to be incurred in connection with these proceedings and an order was sought that those costs ought not be regarded as relevant costs in determining the amount of any service charge payable by the Applicant.

57. The Respondent asserted that some £400 in legal costs have been incurred and also that he had spent time and effort on the case. The Respondent was unable to draw to our attention any provision in the lease to the effect that costs of proceedings such as these are recoverable as service charges. If the Respondent had been able to rely upon such a provision we would have made an order because it would have been unjust and inequitable to for him to recover a proportion of those costs from the Applicant.

58. We have, for the avoidance of any doubt made an order under s20C of the Act.

Reimbursement of Fees

59. An application was made for the reimbursement of fees of £300 paid by the Applicant in connection with these proceedings. The application was opposed. We heard rival submissions.

60. The Tribunal determines that it will not require all or any of the fees to be reimbursed. The Applicant and his solicitor have conducted the

proceedings in a very poor way; we find that it was intended to cause difficulty and detriment to the Respondent. Both parties have behaved very badly and at times verging on abuse of process. We find that whatever costs and fees each party has incurred should be borne by them.

Compliance issues

61. It has come to our attention during the course of this hearing that demands issued by the Respondent in respect of ground rent and services charges do not comply with a number of statutory and regulatory requirements. If sums are not demanded in compliance with the requirements they are not legally due and payable by the Applicant to the Respondent.

62. The Respondent will need to consider whether to take professional advice in order to ensure that his paperwork is compliant going forward.

The Law

63. Relevant law we have taken into account in arriving at our decision is set out in the Schedule below.

The Schedule

The Relevant Law

Landlord and Tenant Act 1985

Section 18(1) of the Act provides that, for the purposes of relevant parts of the Act 'service charges' means an amount payable by a tenant of a dwelling as part of or in addition to the rent –

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

Section 19(1) of the Act provides that relevant costs shall be taken into account in determining the amount of a service charge payable for a period –

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services are of a reasonable standard;

and the amount payable shall be limited accordingly.

Section 19(2) of the Act provides that where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction of subsequent charges or otherwise.

Section 20C(1) of the Act provides that a tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a leasehold valuation tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

Section 20C(3) of the Act provides that the tribunal may make such order on the application as it considers just and equitable in the circumstances.

Section 27A of the Act provides that an application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to-

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable.

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

Section 27A(3) of the Act provides that an application may be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance, or management of any specified description, a service charge would be payable for the costs and, if it would, as to

(a) the person by whom it would be payable,

(b) the person to whom it would be payable,

(c) the amount which would be payable.

(d) the date at or by which it would be payable, and

(e) the manner in which it would be payable.

Landlord and Tenant Act 1987

Section 47 provides that every demand for rent, service charges or administration charges must contain the following information:

(a) the name and address of the landlord, and

(b) if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.

Where a demand does not contain the required information the sum demanded shall be treated for all purposes as not being due from the tenant to the landlord, until such time as the required information is furnished by the landlord by notice to the tenant.

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.

Regulation 9(2) provides that a Tribunal shall not require a party to make such reimbursement if, at the time when the Tribunal is considering whether

or not to do so, it is satisfied that the party is in receipt of any of the benefits, the allowances or a certificate mentioned in regulation 8(1).

Regulation 8(1) makes reference to a number of benefits/allowances including, but not limited to, income support, housing benefit, jobseekers allowance, tax credits, state pension credits and disability related allowances.

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John Hewitt

Chairman

17 November 2011

Appendix 1 | Summary of Service Charges | 80A Selhurst New Road

Expenditure	2005/6	2006/7	2007/8* Claimed	2007/8* Allowed by LVT	2008/9* Claimed	2008/9* Allowed by LVT	2009/10* Claimed	2009/10* Allowed by LVT
General Maintenance	£ 1,500.00	£ 1,200.00	£ 1,850.00	£ 1,250.00	£ 1,900.00	£ 1,000.00	£ 1,250.00	£ 750.00
Insurance	£ 311.76	£ 326.16	£ 341.42	£ 341.42	£ 330.24	£ 330.24	£ 369.60	£ 369.60
Builder		£ 2,300.00						
Drainage Work								
Sub-Totals	£ 1,811.76	£ 3,826.16	£ 2,191.42	£ 1,591.42	£ 2,230.24	£ 1,330.24	£ 1,619.60	£ 1,119.60
25% Payable	£ 452.94	£ 956.54	£ 547.86	£ 397.86	£ 557.56	£ 332.56	£ 404.90	£ 279.90
Administration Work	£ 115.00	£ 135.00	£ 135.00	£ 135.00	£ 135.00	£ 135.00	£ 135.00	£ 135.00
Totals	£ 567.94	£ 1,091.54	£ 682.86	**£ 532.86**	£ 692.56	**£ 467.56**	£ 539.90	**£ 414.90**
*Years in dispute								
Expenditure in dispute								

Appendix 2 Counterclaim

Expense	Date	Amount	Page No.	Comments by LVT
LMC Building Insurance	10.2006	£ 795.75	p34	
Damage to flooring	20.07.2007	£ 1,500.00	p9 para 11	
Surveyor's Report	11.09.2007	£ 352.50	p50	
Clear Rod	29.03.2008	£ 152.50	p58	
Bathroom & kitchen repair	15.11.2008	£ 850.00	p68	
Repair to exteranl stairway	17.05.2011	£ 100.00	p69	
Total		£ 3,750.75		