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**LONDON RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

Case Reference LON/00AS/LSC/2012/0751

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION UNDER S27A
OF THE LANDLORD AND TENANT ACT 1985**

Applicants: West Quay No 2 Residents Co Ltd

Respondent: Mr C Gulston

Premises: 26 West Quay Drive Hayes Middlesex UB4 9TA

Date of Application: 12 November 2012 on transfer from County Court

Leasehold Valuation Tribunal: Mrs F J Silverman Dip Fr LLM
Mr P Tobin FRICS

Date of paper determination : 12 June 2013

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Decision

The Tribunal declares that the demand for estimated service charges and management charges served by the Respondent for the service charge year ending June 30 2013 is reasonable and payable in full by the Applicant in the proportions specified in his lease.

1 This application made by the Applicant, who is the tenants' management company of the premises known as 26 West Quay Drive to the County Court , was transferred by them to the Tribunal on 12 November 2012 and relates to a determination the reasonableness of estimated service charges in respect of the service charge year ending June 30 2013 . A demand for the sums due has been made to the Respondent and remains unpaid.

2 Directions were issued by the Tribunal on 19 February 2013 (as amended on 22 April 2013) at which time it was ordered that the Tribunal's consideration of this matter should proceed by way of a paper determination.

3 The Tribunal did not consider it necessary to inspect the property but in making its decision considered the statements of case and other documentation contained in the bundles presented by the parties to the Tribunal .

4 The Respondent's statement of case to the Tribunal raises issues about historic complaints made by him relating to the cleaning of the premises, damage to his back door, and a stairwell light left alight all day and night. None of these matters are relevant to the issue of the reasonableness of the 2013 estimate under discussion in this case. Nevertheless, they are issues which have clearly troubled the Respondent and the Tribunal suggests that a meeting between the Applicants and the Respondent in order to clarify these matters and to explain to the Respondent how his proportion of the service charge is calculated might assist in avoiding future problems.

5 The lease, dated 6 December 1991 and made between Laing Land Ltd and the Respondent contains in Clause 3(4) a covenant by the tenant (Respondent) to pay service charges. The landlord's repairing covenants are found in Clause 5 and Clauses 6 and 7 deal with the service charge itself.

6 Having reviewed the estimate supplied by the Respondent the Tribunal finds the sums set out in it to be reasonable and within the scope of the lease clauses referred to above and therefore declares them to be reasonable and payable by the Respondent in the proportion set out in his lease.

7 The Respondent is reminded that it may be open to him to apply to the Leasehold Valuation Tribunal challenging the reasonableness of the Applicant's actual expenditure for the service charge year ending on 30 June 2013 (and earlier years) when the accounts for that period have been finalised.



Frances Silverman

Chairman

12 June 2013