



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/30UK/LSC/2014/0031**

Property : **71A Wilbraham Street
Preston
PR1 5NN**

Applicant : **Community Gateway
Association**

Representative : **N/A**

Respondent : **The personal representative(s) of
Mrs Angela Pearson deceased**

Representative : **N/A**

Type of Application : **Landlord and Tenant Act 1985 – s27A**

Tribunal Members : **Judge J Holbrook (Chairman)
Judge L Bennett**

**Date and venue of
Hearing** : **Determined on the papers**

Date of Decision : **20 June 2014**

DECISION

DECISION

In respect of each of the service charge years identified in the first column of the following table, the Respondent is liable to pay service charges to the Applicant in the amount specified in the second column of the table. These amounts exclude ground rent payable in respect of the Property.

Service charge year	Amount payable by Respondent
1 April 2006 – 31 March 2007	£127.83
1 April 2007 – 31 March 2008	£263.85
1 April 2008 – 31 March 2009	£158.61
1 April 2009 – 31 March 2010	£156.79
1 April 2010 – 31 March 2011	£179.29
1 April 2011 – 31 March 2012	£202.63
1 April 2012 – 31 March 2013	£160.61

REASONS

Background

1. On 7 March 2014 Community Gateway Association (“the Applicant”) applied to the Tribunal under section 27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) for a determination of the liability of the estate of Mrs Angela Pearson deceased (“the Respondent”) to pay service charges in relation to 71A Wilbraham Street, Preston PR1 5NN (“the Property”). The Property was demised to Mrs Pearson under a 125 year lease (“the Lease”) granted on 8 July 1996. It is understood that Mrs Pearson died approximately 7 years ago and that the Lease now vests in her personal representative(s).
2. The Applicant is the current landlord under the Lease, and it seeks a determination in respect of each of the service charge years which ended on 31 March 2007 - 2013.
3. Directions were issued on 27 March 2014, and the parties were informed that the application would be determined on the basis of written representations alone, without an oral hearing, unless either party gave notice that they required an oral hearing to be held. No such notice was received. The Tribunal therefore proceeded to determine the matter without a hearing. In addition to the application form, the Tribunal had before it a statement of case and a bundle of documentary evidence submitted by the Applicant. This had been copied to the Respondent. The Tribunal also received a letter from Mr F Pearson, who is assumed to be the late Mrs Pearson’s personal representative. Mr Pearson acknowledged receipt of the Applicant’s bundle and stated

“I can confirm that I agree to their appeal and bundle in whole and I think the service charges are fair and just, I do not have any dispute”.

4. The Tribunal did not inspect the Property.

Law

5. Section 27A(1) of the 1985 Act provides:

An application may be made to the appropriate 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.*

6. The Tribunal has jurisdiction to make a determination under section 27A of the 1985 Act whether or not any payment has been made.

7. The meaning of the expression “service charge” is set out in section 18(1) of the 1985 Act. It 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.*

8. In making any determination under section 27A, the Tribunal must have regard to section 19 of the 1985 Act, subsection (1) of which provides:

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 or works are of a reasonable standard;*

and the amount payable shall be limited accordingly.

9. “Relevant costs” are defined for these purposes by section 18(2) of the 1985 Act as:

the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

Determination

10. The Tribunal inspected a copy of the Lease and noted that it contains an obligation on the part of the landlord to repair and insure the Property, and to maintain communal facilities, and a corresponding obligation on the part of the tenant to reimburse the landlord for the costs of doing so. We find that any amounts payable under the relevant provisions of the Lease are service charges for the purposes of the 1985 Act.

11. The Applicant provided a breakdown of the amounts claimed in respect of service charges for each of the relevant service charge years. These are the amounts specified in the table at the beginning of this decision. The amounts specified in the table exclude ground rent which is payable in addition to service charges. The Respondent does not dispute the reasonableness of these service charges and, based on such information as was provided to us, they are within the range which our knowledge and experience would lead us to conclude are reasonable. We therefore determine them to be reasonable and to be payable in full.