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

Property 5 Gladstone Terrace, Bridlington, YO15 2PN

Applicants Garmore Investments Limited

Respondents Mr & Mrs Truelove (Flat 1), Mr Johnson (Flat 2),
Mr & Mrs Nicholson (Flat 3), Mr Chippendale
(Flat 4), Ms Barber (Flat 5)

Case number MAN/00FB/LSC/2015/0001

Type of Application LANDLORD AND TENANT ACT 1985, SECTION
27A

Tribunal Members K M Southby (Judge)
C Evans (Valuer Member)

Date of Decision 2 April 2015

DECISION

1. The service charge demanded by the Applicants in respect of Major Works is reasonable and payable by the Respondents. Each Respondent must therefore pay to the Applicant the sum of £1874.17 towards external remedial works and £1114 towards internal remedial works.
2. This finding does not affect the ability of the Respondents to challenge the reasonableness and payability of service charges demanded for previous years should they see fit, or to challenge the reasonableness and payability of the sums ordered under this decision if the works are not carried out to a reasonable standard.

REASONS

INSPECTION

1. The Tribunal inspected the Property on 2 April 2015. There was no attendance from any of the parties, although the Tribunal was able to obtain access due to an arrangement made with a neighbour holding a key. The Tribunal found upon inspection that the Property was in a significant state of disrepair and neglect.
2. The Tribunal observed a poor state of internal décor in the internal common parts, some lights not working, no carpeting, peeling wallpaper, marked and scuffed walls, a fire alarm indicating a fire in zone 4, and therefore possibly defective. There was evidence of severe damp on the first floor landing outside the toilet/bathroom which was itself in an unusable condition with no side on the broken bath and with holes in the floor and ceiling. The Third floor showed a broken floorboard outside flat 4 and the bathroom on that floor also in an unusable condition. There was no heating in the common parts, single glazing, no evidence of cleaning, decorating or maintenance of the fire alarm or any other maintenance for a significant period of time.
3. Externally there was evidence of neglect with plants in the guttering, peeling paint to windows and doors and poor external decoration.

LAW

4. 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.*

5. The Tribunal is “the appropriate tribunal” for these purposes, and it has jurisdiction to make a determination under section 27A of the 1985 Act whether or not any payment has been made.
6. 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.*

7. 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.

8. “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.

EVIDENCE

9. Neither party requested a hearing and so the Tribunal considered the written representations which it received from both parties and the evidence obtained from the inspection. The Tribunal rejects the suggestion from the Applicant that

evidence from the Respondents which was received late should be excluded, preferring to admit the evidence in the interests of justice.

- 10.** It is common ground between the parties that the work set out in the Applicant's schedule of work is reasonable in scope and cost. The Tribunal accepts the evidence presented by the Applicant, which is not disputed by the Respondents, that the sums are payable under the terms of clause 2(1) of the Lease.
- 11.** The arguments asserted by the Respondents are that they do not consider it reasonable to pay more money to the Applicant who has failed to maintain and manage the building over previous years. The Tribunal observes that it is not currently presented with an application from the Tenants for consideration of the reasonableness and payability of previous year's service charges but were it to be presented with such an application it would be able to consider what a reasonable amount would be for tenants to pay for the level of service they had received and order a reimbursement if appropriate. However in the absence of such an application the Tribunal finds that the sums demanded by the Applicant are reasonable as the works clearly require completion in the view of the Tribunal. The Tribunal determines that the sums demanded shall be paid by the Respondents to the Applicant within 28 days of the date of this decision.