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

**Case Reference** : **LON/00AL/LSC/2014/0527**

**Property** : **Flat 2, Page House, Welland Street,  
SE10 9DG**

**Applicants** : **Mrs Suha Lewis & Mr Geoff Lewis**

**Representative** : **None**

**Respondent** : **R.B. Greenwich**

**Representative** : **Mrs N Patel (Solicitor) & Mr M  
Sandhu (Service Charges Officer)**

**Type of Application** : **For the determination of the  
reasonableness of and the liability  
to pay a Service Charge**

**Tribunal Members** : **Mr M Martynski (Tribunal Judge)  
Mr L Jarero BSc FRICS**

**Date and venue of  
Hearing** : **18 February 2015  
10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **18 February 2015**

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**DECISION**

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## **Decision Summary**

1. Service Charges in respect of the lift at Page House are payable by the Applicants.

## **Background**

2. The Applicants are the long leasehold owners of a flat on the ground floor of a medium sized local authority built block (20 flats over five floors) which itself is contained within an estate of similar blocks.
3. The Applicants and the Respondent are the original parties to the Applicants' lease. That lease is dated 6 April 1998 and is for a term of 125 years from 6 April 1998.
4. As originally built, the block in question contained a lift and stairs (accessed via the main entrance to the block) to the upper floors. Access to the Applicants' flat is via their own front door which leads from the block. In order therefore to access and exit from the Applicants' flat, there is no need for them to enter the block by the main entrance or to use the lift or the stairs in the block.
5. In 2000, the Respondent created a door entry system for the flats on the upper floors by building an entranceway to the main entrance to the block. Only those with a key could access the entranceway and the only way to access the lift and stairs in the block is via this entranceway.
6. This entranceway has no effect on the access to the Applicants' flat; their flat continues to enjoy access straight out of the building (their front door is in fact adjacent to the entranceway).
7. As a result of complaints from ground floor residents, a decision was made by the Respondent in 2007 that those residents would not be charged in respect of the running costs of the door entry system as they gained no direct benefit from it.
8. Recently the Respondent has carried out major works to the lift in the block. The leaseholders of the building have been charged for those works. The Applicants have been asked to pay the sum of £2338.71.

## **The application**

9. The Applicants dispute that they are liable for the costs of the works to the lift. They make the following points:-

- (a) They derive no benefit from the lift
- (b) They cannot physically access the lift
- (c) The Respondent has accepted in recent years in the case of the door entry system that the Applicants should not have to pay for services that they do not directly benefit from.

### **The lease**

- 10. The Applicants' lease defines "the Building" as; 'the building of which the Flat forms part and which is coloured red on Plan A'. Effectively, "the Building" is the entirety of the block.
- 11. The Applicants are obliged to pay a Service Charge in respect of services provided to "the Building". These services are set out in the Fifth Schedule of the lease and include 'lifts'.
- 12. The Applicants have the right to access all those parts of "the Building" – 'as afford access to the Flat for the purpose only of access to and egress from the same' [Second Schedule – paragraph 1].
- 13. The Applicants have the right to – 'use the passenger lift in the Building for access to and egress from the Flat but not for carrying goods or for any other purpose' [Second Schedule – paragraph 12].
- 14. The Applicants' share of the Service Charge (for costs relating directly to the block) is based on the flat's Rateable Value in comparison with the other flats in the block.

### **The Applicants' case and our decision**

- 15. The Applicants argued that under the terms of their lease, they only had to pay for services provided to "the Building". As a result of the erection of the entranceway, "the Building" had effectively been split; that part of the Building beyond the entranceway was nothing to do with the Applicants as they were unable to physically access it. As the lift service was not provided to their part of the Building, the Applicants argued that they had no liability to pay for it.
- 16. In the alternative, it was argued by the Applicants that they should pay a lesser share of the costs of the lift.
- 17. We reject both arguments. The definition of "the Building" remains unchanged in the lease. The lift is clearly a service provided to "the Building".

18. We note that, regardless of the entranceway, prior to its construction and at all times before and after, the Applicants have never had the right to enter the Block via the main entrance or to use the lift in the Block. The reason for this is that the main entrance of the Block, the stairs and the lift form no part of the way in and out of the Applicants' flat. The erection of the entranceway has not altered the Applicants' rights under the terms of their lease in any way.
  
19. As to a reduction of the amount that they pay for the lift charges, again the Applicants are bound by the terms of their lease to pay in proportion to the rateable value of their flat as compared with the rateable values of other flats in the block. We have no power to interfere with this apportionment. No issue was raised with the reasonableness of the works to the lift themselves.

### **Costs**

20. No order is made pursuant to Section 20C Landlord and Tenant Act 1985 in respect of the Respondent's costs of these proceedings.

**Mark Martynski,  
Tribunal Judge**

**18 February 2015**