



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

Case Reference : **BIR/00FY/LIS/2022/0008**

Subject Property : **6 Jenner House
Ockbrook Drive
City Heights
Mapperley
Nottingham
NG3 6BR**

Applicant : **City Heights RTM Company Ltd**

Representative : **Neil Healey (Ref: 06JE)**

Respondents : **(1) Amarpal Harrar
(2) Baljeet Harrar**

Type of Application : **Application under section 27A of
the Landlord and Tenant Act 1985
for a determination as to liability
to pay service charges**

Member of the Tribunal : **Deputy Regional Judge Nigel Gravells**

Date of Decision : **23 March 2022**

DECISION

Introduction

- 1 By an application dated 17 February 2022, and received by the Tribunal on 18 February 2022, the Applicant, City Heights RTM Company Ltd, the company responsible for the management of 6 Jenner House, Ockbrook Drive, City Heights, Mapperley, Nottingham NG3 6BR ('the subject property'), applied under section 27A of the Landlord and Tenant Act 1985 ('the 1985 Act') for a determination as to the liability of the Respondents, Amarपाल Harrar and Baljeet Harrar, the leaseholders of the subject property, to pay the services charges demanded by the Applicant in respect of the subject property.
- 2 The determination is sought because the leaseholders are experiencing financial difficulties and a receiver has been appointed to take over the leaseholders' lease of the subject property. The leaseholders' mortgagee has indicated that it will pay the outstanding service charges if the Tribunal determines that the leaseholders are liable to pay those service charges.
- 3 Although there is credible evidence that the Respondents do not dispute their liability under the terms of their lease to pay service charges totalling £1649.42 in respect of the period 1 April 2021 to 31 March 2022, the Respondents have not formally agreed or admitted their liability (which, by virtue of section 27A(4) of the 1985 Act, would preclude the Tribunal from determining the Applicant's application).
- 4 However, the Tribunal was provisionally of the view that there was no reasonable prospect of the Respondents succeeding in establishing that they were not liable to pay the service charges in question.
- 5 On 23 February 2022 the Tribunal therefore wrote to the parties, indicating that it was minded, pursuant to rule 9(3)(e) and (7)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ('the 2013 Rules'), to bar the Respondents from taking further part in the proceedings.
- 6 The parties were given the opportunity to make representations in relation to the proposed barring; but neither party made any representations.
- 7 The Tribunal therefore –
 - (i) orders, pursuant to rule 9(3)(e) and (7)(a) of the 2013 Rules, that the Respondents are barred from taking further part in the proceedings;
 - (ii) summarily determines the Applicant's application pursuant to rule 9(8) of the 2013 Rules.

Summary Determination

- 8 By clause 3(2) of the Respondents' lease of the subject property, the Respondents covenant 'in respect of every Maintenance Year to pay the service charge ... by two equal instalments in advance on the half-yearly days ...'

- 9 On 17 March 2021 the Applicant wrote to the Respondents, enclosing a demand (dated 1 April 2021) for service charge payments in advance totalling £1649.42 in respect of the period 1 April 2021 to 31 March 2022. As the Applicant indicated, clause 3(2) of the lease provided for that sum to be payable by two instalments on 1 April 2021 and 1 October 2021.
- 10 The demand was accompanied by an itemised budget and a summary of the rights and obligations of the Respondents (as required by section 21B of the Landlord and Tenant Act 1985).
- 11 The Tribunal is satisfied that the demand was issued in accordance with the substantive and procedural requirements of the Respondents' lease and in accordance with the requirements of the relevant statutory provisions.
- 12 The Tribunal therefore determines that the Respondents are liable to pay the sum of £1649.42 for service charges in respect of the subject property for the period 1 April 2021 to 31 March 2022.

23 March 2022

Professor Nigel P Gravells
Deputy Regional Judge