(2127)

LON/00AZ/LIS/2006/0002 & 0049

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
ON APPLICATIONS UNDER SECTIONS 27A AND 20C
OF THE LANDLORD AND TENANT ACT
1985 (AS AMENDED)

Applicant: Eastdown Court Limited

Respondent: Mr C S Okenwa

Re: Flats 1 and 2 Eastdown Court, 1-11 Eastdown Park, London, SE13 5HU

Applications transferred from Bromley County Court on 6 January and 10 February 2006

Hearing date: 18 April 2006

Appearances: Ms T Silver of Counsel
Mr R Taha of Salter Rex Managing Agents
For the Applicant

Mr C S Okenwa in person Respondent

Members of the Leasehold Valuation Tribunal:

Mrs B M Hindley LLB
Mr M A Mathews FRICS
Mrs M B Colville JP LLB

1. On 6 January 2006 the application in respect of flat 1 was transferred from Bromley County Court.
2. On 8 February 2006 a pre trial review was held and Directions were issued.
3. On 10 February 2006 an application in respect of flat 2 was transferred from Woolwich County Court.
4. On 31 March 2006 a Procedural Chairman notified the parties that the applications in respect of both flats would be dealt with together on 18 April 2006.
5. On the morning of the hearing the Tribunal inspected the subject block externally. They found it to be located opposite a large garage and next to a canal. It was screened from the latter by unsightly temporary metal fencing.
6. The block comprised some 21 flats over the lower ground, raised upper ground, first and second floors. The flats on the lower ground floor were accessed via their own front entrance doorways at the rear with the remaining flats accessed from three front entrance doorways at the front of the building.
7. The block was in only fair decorative condition with a variety of original wooden and replacement UPVC windows. Rubbish bins were sited at the bottom of the steps at each of the three doorways. A side passageway, adjacent to the canal, led to the rear of the block and a narrow pathway passing the ground floor (lower ground at the front) flats. The pathway was separated by a low retaining wall from a narrow, sloping and somewhat unkempt grassed area bordered by trees.
8. At the hearing the Tribunal was asked to determine the reasonableness of the service charges for both flats for the years ending 31 August 2003, 2004 and 2005.
9. Questioned by the Tribunal the respondent said that he had no issue with any of the charges for the service charge items in any of the years in issue.
10. It was pointed out to him that this statement was inconsistent with his statement of case where he had objected to some of the cleaning charges invoiced for the year ending 2004.
11. The respondent then alleged that there had been no cleaning from September 2003 until March 2004. He directed the Tribunal to a letter he had written to the managing agents on 1 December 2003 complaining of the grassed area being 'littered with disused furniture and materials' making the environment 'unsightly'. He said that he had not received a reply to his letter.
12. Mr Taha did not claim to have responded to the letter. He said that because part of the building fronted the main road much unauthorised rubbish dumping took place. Further, many of the flats were sub let to tenants who themselves dumped rubbish and did not take proper care of either the building or the grounds.
13. From the expenditure details provided by the managing agents and from the evidence of Mr Taha, the Tribunal was satisfied that cleaning had been carried out during the period in dispute and that the costs were reasonable, reasonably incurred and, therefore, payable. The Tribunal accepted Mr Taha's observations that the situation of the block and the behaviour of some of the tenants meant that the block was not always kept as well as might be desired despite the best efforts of those responsible for its cleaning.
14. The respondent was then asked again if he had any further concerns regarding the service charge costs claimed for the years in question. He replied

cataloguing damage he had suffered in both flats as a result of water ingress both from other flats on a number of occasions as well as a blocked manhole.

15. The Tribunal, therefore, examined the service charge costs under the heading of building repairs in the years ending September 2004 and 2005. They found them to contain costs relating to resulting repairs to the respondent's and others' flats. Mr Taha explained that such repairs were covered by the buildings insurance but were subject to an excess of £1000 so that any amounts under that figure appeared as service charge items.
16. The respondent said that if the repairs had been done timeously and properly by qualified workmen the number of such incidents would have been reduced. He produced an undated estimate in the sum of £800 for work that he said he had been compelled to do himself and for which he had demanded a set off from the managing agents against his service charges, although he subsequently stated that he had not accepted the estimate in its entirety buying some of the materials himself from B and Q.
17. Upon being reminded that he had said that he was not challenging any of the service charge expenditure, the respondent said that the number of repairs necessary to his flats indicated that the managing agents were not properly managing the building by not providing adequate supervision to workmen and not responding promptly to complaints.
18. Accordingly, the Tribunal considered the service charge costs charged by the managing agents for the years ending September 2004 and 2005.
19. Whilst the Tribunal accepted that it was not apparent that the managing agents had always responded either by post or by E. mail to concerns expressed to them by the respondent, nor did it appear that they had always checked and satisfied themselves as to the standard of small works effected by contractors, nevertheless the Tribunal was satisfied that their charges, for the management of a not easy to manage block, were reasonable and reasonably incurred. Indeed the Tribunal was impressed by the efficiency and transparency of their accounting systems.
20. Accordingly, with no other issues raised by the respondent except his very real concerns that the problems with the block and his flats were preventing him from either selling them or letting them at full market rents, the Tribunal determined that the service charges for the years in question in respect of both flats, properly demanded and properly apportioned in accordance with the respective leases, were reasonable, reasonably incurred and, therefore payable.

Section 20C

21. Ms Silver requested that the applicants' should be permitted to add the reasonable costs of the application to the service charge account. To this request the respondent did not demur but asked again that a permanent solution should be sought to the problem of the many leaks he was experiencing. Mr Taha undertook to continue to seek the co-operation of other leaseholders and sub tenants.
22. In all the circumstances the Tribunal was satisfied that it was just and equitable to allow the reasonable costs of the applicants to be added to the service charge account.

Reinbursement of Fees

23. Again the respondent did not seek to contest this application.
24. The Tribunal, therefore, determines that the fee of £150 paid in respect of this application shall be reimbursed by the respondent to the applicants.

Chairman B P Hadley

Date 27/4/06.