

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN RENT ASSESSMENT PANEL &
LEASEHOLD VALUATION TRIBUNAL**

Case No: CHI/00HB/LSC/2007/0076

RE: The Upper Maisonette, 89 Effingham Road, St Andrews, Bristol, BS6 5AY

Between:

Mr Michael and Mrs Margaret Anglim

("the Applicants")

and

Urban Point Property Management

("the Respondent")

Members of the Tribunal

Mr A D McCallum Gregg, Solicitor Chairman

Mr M J Ayres, FRICS

PAPER DETERMINATION

22nd November 2007

DECISION OF THE LEASHOLD VALUATION TRIBUNAL

1. The Application

This is an application by Mr Michael Anglim and Mrs Margaret Anglim to determine the liability for an amount of the premiums for fire insurance of the building known as the Upper Maisonette, 89 Effingham Road, St Andrews, Bristol, BS6 5AY, for the years 2002 to 2003 pursuant to Section 27A of the Landlord & Tenant Act 1985. the Tribunal also has to consider an application under Section 20C of the Landlord & Tenant Act 1985 for an order preventing the Respondent from recovering their costs in connection with these proceedings.

2. Directions

Directions were given in this matter on the 17th of August 2007 and amended on the 29th of August 2007.

3. Inspection

Having considered the papers relating to this application and bearing in mind that the application relates solely to a determination as to whether or not the insurance premiums demanded by the Respondent from the Applicants for the years 2002 and 2003 should be paid by the Applicants and there is no other issue relating to service charges for the running, maintenance or repairs to the building the Tribunal have concluded that no useful purpose would be served by inspecting the premises.

4. The Determination

The determination of this issue took place in the absence of both parties at No 7 Queen Square, Bristol, on the 22nd of November 2007. The Tribunal having considered all the papers submitted in connection with this application.

5. The Applicants' Case

1. The Applicants are the owners of the Upper Maisonette, 89 Effingham Road, St Andrews, Bristol BS6 5AY. The original lease is dated the 22nd day of May 1896 and contains covenants to "pay all land tax tithes and rent charge in lieu thereof, sewer rates, drainage rates, charges for or in respect of making or maintaining roads, drains, sewers and all other taxes, rates, payments, assessments and outgoings whatsoever which are now or at any time or times during the said term to be taxed, rated, assessed or charged by authority of Parliament or otherwise...".
2. Furthermore, the tenant covenants to "forthwith insure and at all times during the said term keep insured the building erected and to be erected on the premises hereby demised.....". The counterpart lease under which the Applicants derive their title is dated the 5th November 1975 and contains a covenant as follows ".....also paying by way of further additional rent from time to time a sum or sums of money equal to one half of the amount which the lessors may expend in affecting or maintaining the insurance of the building and other parts of the development against loss or damage by fire and such other risks, if any, as the lessors think fit.....".
3. It appears from the papers that the Applicants became the owners of the premises in March 1992 and that since that date they have continued to insure the premises on an annual basis and that the current policy of insurance is held with Axa Insurance.
4. The Respondents apparently took over the management of these premises in the year 2000 but no demands were received from them for either payment of the ground rent or insurance premium notwithstanding correspondence from the Applicants requesting details until a statement dated the 30th of June 2006 was received from the Respondents.
5. That statement contains two specific claims with regard to insurance, namely:

15th November 2001 – Insurance – 7.9.01 to 24.6.02 - £268.32.

22nd June 2002 - Insurance Premium – 24.6.02 to 24.6.03 - £469.85

6. However no details of the insurance company or cover or premium notice have been supplied by the Respondents to the Applicants.
7. By a letter dated the 3rd of July 2003 Axa Insurance confirmed that the policy taken out by the Applicants was renewed on the 21st of March 2002 and a total premium of £455.89 was paid.
8. Subsequent demands were received by the Applicants from the Respondents on the 7th September 2006, 27th November 2006, 23rd February 2007, 5th June 2007. All of these demands related to ground rent.
9. On the 26th of June 2007 a further statement was sent to the Applicants by the Respondents which again related to the aforementioned insurance premiums.
10. On that same date the Respondents wrote to the Applicants acknowledging safe receipt of a cheque for £15.16 in respect of ground rent but advising that "regrettably we cannot pay in your cheque until we have received monies from you to clear the outstanding amount". The outstanding amount related to the insurance premiums.

6. The Respondent's Case

1. Notwithstanding the directions given in this matter on the 17th of August 2007 and as amended on the 29th of August 2007 the Respondents have failed to comply with those directions and have not stated why they contest this application and the reasons for so doing.
2. Furthermore, neither the Applicant nor the Tribunal have received any correspondence from the Respondents.

7. The Decision by the Tribunal

1. The Tribunal is entirely satisfied that the Applicants have insured the property for the years 2002 and 2003 even though they may not have strictly complied with the wording of the covenant contained in the counterpart lease of the 5th November 1975.
2. Since the Applicants have paid that premium and have clearly insured the building it would be unjust and inequitable for them now to pay any further premium or premiums demanded by the Respondent for those years particularly bearing in mind that the first indication of such a demand was not received until the statement of the 30th of June 2006.
3. The Tribunal are also of the view that the statement is in itself defective since it gives no indication and there are no accompanying documents indicating the name of the insurer, the policy number, the premium or the terms of that insurance.

4. In these circumstances the Tribunal is of the view that the demands by the Respondent for the outstanding insurance premiums should be dismissed.
5. The Tribunal makes no adjudication of ruling with regard to the payment of the ground rent since the refusal by the Respondent to accept payment of the ground rent must be a matter for them alone.
6. Finally, the Tribunal has been asked to consider whether any application under Section 20C of the Landlord & Tenant Act 1985 in respect of the Respondent's costs in connection with this matter should be made.
7. No representations have been received by the Respondent and accordingly no order is made in relation to that application.



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A D McCallum Gregg

22nd November 2007