



**Residential
Property**
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
DECISION BY LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL**

LANDLORD AND TENANT ACT 1985 Sections 27A(1)

Ref :LON/00BK/LSC/2006/0373

Address: Flat 16, 10-14 Talbot Road, London W2 5JE

Applicant: Mr James Cator of Westbourne Estates, Managing Agents for the
Landlords, Swordshine Ltd

Respondent: Mr C M L Thynn, Lessee

Background

1. On 19 October 2006 the Tribunal received an application for determination of the Respondent's liability for £1,441.72 service charges, plus interest and costs, in respect of the financial year ending 5 April 2006.

2. Following an oral Pre-Trial Review set down for 8 November 2006, which neither party attended, the Tribunal issued Directions dated 8 November 2006. These required the Applicant to forward, by a specified date, a breakdown of the sums demanded and a complete copy of the Lease. The Respondent was then given the opportunity to comment on the Applicant's case, again by a specified date.

3. The Applicant duly sent in, within the specified time, the information requested with copy to the Respondent. No reply has been received from the Respondent..

The Lease

4. The Respondent, Mr C M L Thynn, holds the premises a first floor converted flat, for a term of 99 years from December 1990.

5. Under clause 2 (vii) of his Lease the Respondent is liable to pay a service charge of a specified proportion for items as set out in sub clauses (a) to (i) of clause 2 (vii).

6. Under clause 2 (i) (b) the Lessee covenants to pay interest at 4% over the base rate of Midland Bank PLC on any payments due.

Evidence

7. By letter dated 15 November 2006 the Applicant forwarded, with copy to the Respondent, the service charge account for 2004/5 and explained how the sum of £1,443.12 (the sum at issue subject to a minor variation) was calculated. He stated in his application that the tenant had continually failed to pay service charge demands for a number of years, and had also failed to reply to or to acknowledge correspondence.

8. The Tribunal received no response from the Respondent.

Decision

9. The Tribunal notes that the Respondent was given every opportunity to present his case, both by attending the Pre-Trial Review, at which he failed to appear, and by commenting upon the Applicant's case to which he failed to respond.

10. Accordingly the Tribunal determines, in the absence of any representations from the Respondent, that the sum demanded of £1,443.12 is reasonable and that interest is payable on this sum in accordance with the provisions of the Lease.

11. The Lease contains no provision for the payment of costs in connection with this application, although the Tribunal does have a discretionary power under the Commonhold and Leasehold Reform Act 2002 to award limited costs. Since no evidence has been presented in relation to the costs applied for the costs application is disallowed.

Tribunal: Mrs F R Burton LLB LLM MA
Mrs J McGrandle BSc (Est Man) MRICS MRTPI

Chairman: 

Dated: 9/01/07