

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

**SOUTHERN RENT ASSESSMENT PANEL
& LEASEHOLD VALUATION TRIBUNAL**

COMMONHOLD AND LEASEHOLD REFORM ACT 2002

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Case No. **CHI/21UG/LSC/2007/0103**

Property: **8A Cranfield Road
Bexhill-on-Sea
East Sussex
TN40 1QB**

Applicant: **Mr. S.B. Slade**

Respondent: **Miss R.G. Wagner**

Date of Consideration: **18th February 2008**

**Members of the
Tribunal:** **Mr. R. Norman**

Date decision issued:

RE: 8A CRANFIELD ROAD, BEXHILL-ON-SEA, EAST SUSSEX, TN40 1QB

Background

1. In the application under consideration it is stated that No. 8 Cranfield Road comprises two maisonettes. Mr. S.B. Slade ("the Applicant") is the lessor and Miss R.G. Wagner ("the Respondent") is the lessee of one of those maisonettes 8A Cranfield Road, Bexhill-on-Sea, East Sussex, TN40 1QB ("the subject property").

2. The application relates to the liability of the Respondent to pay certain service charges for buildings insurance due for the years 2004 - 2007. The Tribunal has no jurisdiction to deal with applications for non-payment of ground rent.

3. On 30th November 2007 directions were issued and with those directions the Tribunal gave notice to the parties under Regulation 13 of the Leasehold Valuation Tribunals (Procedure)(England) Regulations 2003, as amended by Regulation 5 of the Leasehold Valuation Tribunals (Procedure) (Amendment) (England) Regulations 2004, that the Tribunal intended to proceed to determine the matter on the basis only of written representations and without an oral hearing. The parties were given the opportunity to object to that procedure by writing to the Tribunal no later than 28 days from the 30th November

2007. No written objection has been received and the matter is being deal with on the basis only of written representations and without an oral hearing.

Evidence

4. With his application the Applicant supplied a list of the sums claimed in respect of insurance for the following years:

2004 -	£224.91
2005 -	£224.91
2006 -	£224.91
2007 -	<u>£224.91</u>
Total	£899.64

5. The Applicant has also supplied a copy of a notice served under Section 146 of the Law of Property Act 1925, a copy of the lease of the subject property to the Respondent, a statement of the Applicant's case, copies of letters written to the Respondent requesting payment of the ground rent and half the buildings insurance and warning of the consequences of non-payment and buildings insurance schedules showing the periods of insurance and the cost of insuring No. 8 Cranfield Road as follows:

1st December 2003 to 30th November 2004 -	£397.50
1st December 2004 to 30th November 2005 -	£420.95
1st December 2005 to 30th November 2006 -	£455.04
1st December 2006 to 30th November 2007 -	£449.82

6. No evidence has been received from the Respondent.

Determination

7. The insurance schedules produced show the cost of insuring No. 8 Cranfield Road from 1st December 2003 to 30th November 2007 as £1,723.31. No evidence has been produced to raise any doubt as to the payment of that sum or the reasonableness of it and I find that that sum was paid and is not unreasonable.

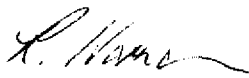
8. Under the terms of the lease the Respondent is liable to pay half the cost of the building insurance in respect of No. 8 Cranfield Road and consequently I find that the Respondent is liable to pay half of £1,723.31 being £861.65.

9. The lease also provides that when the landlord gives the tenant notice to pay the service charge in respect of the cost of services itemised in the notice the service charge is due on the next day for payment of rent. Rent is payable on 25th March and 29th September. It may be that a notice or notices to pay the service charge have been given previously but the only evidence of such a notice is the letter dated 7th August 2007 to the Respondent and on the basis of that evidence I find that the Respondent was liable to pay £861.65 on the 29th September 2007.

10. The Applicant has explained in his statement of case that he has based the Respondent's share of the insurance premium on the 2006/2007 figure because he is not

asking for interest as detailed in clauses 1.3 and 3.4 of the lease. Clause 3.4 provides for payment of interest on any rent paid more than seven days after it falls due and clause 1.3 defines interest. In Clause 2.1 the cost of insuring the subject property is referred to as "insurance rent" but one of the services for which the Respondent is liable to pay 50% of the cost, is the premium for the insurance policy covering the building and there is no provision in the lease for the payment of interest in respect of late payment of the service charge. It could therefore be argued that interest cannot be charged on the payment in respect of insurance if it is paid late. However, as the Applicant has not claimed interest it is not necessary to make a decision on that point. There is no provision in the lease to calculate a charge in the way the Applicant has done and for that reason I find that the sum payable by the Respondent is half the actual sums paid which amounts to £861.65.

11. That sum is to be paid by the Respondent to the Applicant within 28 days of this decision being issued.



R. Norman
A member of the Panel appointed
by the Lord Chancellor