

LEASEHOLD VALUATION TRIBUNAL
LONDON RENT ASSESSMENT PANEL

**DECISION ON AN APPLICATION UNDER SECTIONS 27A OF THE LANDLORD
AND TENANT ACT 1985 (AS AMENDED)**

Property: 29 Hanger Court, Hanger Green, London W5 3ER

Applicant: Hanger Court (Management) Limited

Respondent: Miss E Lowenthal

Application Date: 28th September 2007

Date of Oral Pre-Trial Review: 29th October 2007

Hearing Date: 10th December 2007

Appearances for Applicant: Mr J Hastings

Appearances for Respondent: Not appearing

Members of Tribunal

Mr PJ Korn (chairman)
Mr M Cairns

INTRODUCTION

1. This is an application under Sections 27A of the Landlord and Tenant Act 1985 (as amended) (the "1985 Act") for a determination of liability to pay service charges.
2. The issue is the Respondent's liability to pay service charges of £4,452.81 in respect of the period from March 2004 to the present.
3. A Pre-Trial Review at the Leasehold Valuation Tribunal took place on 29th October 2007.

THE APPLICANT'S CASE

4. Mr Hastings for the Applicant said that the Respondent purchased her Lease of the Property in December 1997. The freehold interest in the Property (together with the rest of the block) was transferred to the Applicant in March 1998.
5. According to Mr Hastings, the Respondent's payments of service charge under her Lease have always been irregular, despite the Applicant sending her frequent reminders. The bundle contains the Applicant's calculation of the amount currently owing, which (after credit is given for a payment of £500 made in July 2005) totals £4,452.81. The bundle also contains a schedule of service charges, copy service charge invoices and service charge accounts, and the Tribunal asked Mr Hastings various questions about the information contained in these documents.

THE RESPONDENT

6. The Respondent was not present nor represented at the hearing, neither was she present or represented at the Pre-Trial Review. She has not submitted any form of defence to the Tribunal, nor has the Tribunal seen any evidence that she disputes the payability or reasonableness of any of the outstanding service charges or that she disputes that the amount outstanding is indeed £4,452.81.

THE DOCUMENTATION

7. The Tribunal pointed out to Mr Hastings that the bundle did not contain a copy of the Respondent's Lease or of the related deed between the Applicant and the Respondent (the "Services Deed"), which made it difficult for the Tribunal to determine for certain that the service charge was indeed properly payable under the Lease and/or the Services Deed. As a preliminary matter, therefore, the Tribunal gave the Applicant until 11th January 2008 to provide both the Tribunal and the Respondent with a copy of the Lease and Services Deed, and the Applicant duly supplied a copy of these documents.

NO INSPECTION

8. The members of the Tribunal did not inspect the Property. Neither party requested an inspection, and it was clear that inspection was not necessary in order for the Tribunal to make a determination in the circumstances of this particular case.

THE LAW

9. Section 27A of the 1985 Act gives a leasehold valuation tribunal jurisdiction to determine (on an application made to it) "whether a service charge is payable and, if it is, as to...the amount which is payable...".

APPLICATION OF LAW TO FACTS

10. The Services Deed contains an obligation on the part of the Respondent to pay towards the cost of the provision of services. As no defence has been offered by the Respondent, the Tribunal has no basis on which to question whether any particular services have been sub-standard or have been provided at an unreasonable cost. On the basis of the copy documentation supplied by the Applicant, neither does there appear to be any basis on which to determine that any part of the service charge relates to services for which the Applicant is not entitled to charge under the Services Deed.
11. The Tribunal therefore takes the view on the evidence placed before it that the outstanding service charges demanded by the Applicant are payable in their entirety.

DETERMINATION

12. The Tribunal determines that all of the outstanding service charges of £4,452.81 referred to in the Applicant's application are payable by the Respondent.
13. The Tribunal does not consider in the circumstances of this case that it should make any order under Section 20C of the 1985 Act. In other words, the Tribunal is not making any order preventing the Applicant from recovering through the service charge all or any of the costs incurred by it in connection with these proceedings (to the extent that the Lease and/or Services Deed permit).

CHAIRMAN.....
Mr PJ Korn

Date: 30th January 2008