

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE**

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

**Case No.** CHI/29UL/LSC/2009/0157

**Property:** Flat 2  
17 Limes Road  
Folkestone  
Kent  
CT19 4AU

**Applicant:** Marsh Properties Ltd

**Respondents:** Mr. B.V. Sexton and Mr. T.A. Hacket

**Date of Hearing:** 21<sup>st</sup> April 2010

**Members of the Tribunal:** Mr. R. Norman (Chairman)  
Mr. R. Athow FRICS MIRMP  
Mr. T.J. Wakelin

**Date decision Issued:** 14 May 2010

**RE: FLAT 2, 17 LIMES ROAD, FOLKESTONE, KENT, CT19 4AU**

**Decision**

1. Within 28 days of the issue of this decision Mr. B. V. Sexton and Mr. T.A. Hackett (“the Respondents”) to pay to Marsh Properties Ltd (“the Applicant”) the sum of £1,205.70 calculated as follows:

	£
Insurance due 2009:	422.85
Insurance due 2010:	422.85
Reimbursement of fees:	200.00
Costs:	<u>160.00</u>
Total:	1,205.70

**Background**

2. The Applicant applied for a determination of liability to pay service charges in respect of Flat 2, 17 Limes Road, Folkestone, Kent CT19 4AU (“the subject property”).

3. A Pre-Trial Review was held on 22<sup>nd</sup> January 2010 and was attended by Mr. B. Marsh and Mr. P. Marsh on behalf of the Applicant. There was no attendance by the Respondents or by anyone on their behalf.

4. It was stated on behalf of the Applicant that:

(a) The subject property is one of two flats which form the building No. 17 Limes Road. The subject property is on the first and second floors and Flat 1 is on the ground floor. The lessee of Flat 1 is Mrs. Dawney who lives at that address.

(b) The Applicant is the freeholder of the building and the Respondents are the lessees of the subject property.

(c) The Applicant has paid the premiums in respect of buildings insurance in 2009 and 2010 and is claiming half those premiums from the Respondents under the terms of the lease.

(d) The Applicant is also seeking a refund of fees paid in respect of this application.

(e) The Applicant's address for service is Oak Lodge, Highlands Road, Leatherhead, Surrey, KT22 8NJ.

5. Unfortunately, as there was no attendance by the Respondents or anyone on their behalf it was not possible to make any further progress other than to outline the directions which were then made.

6. Two of those directions were:

“4. By 19<sup>th</sup> February 2010 the Respondents to provide to the Tribunal and to the Applicant a statement of case setting out the following:

(a) The basis on which they claim that they should not be liable for payment of half the insurance premiums paid by the Applicant in respect of buildings insurance for 2009 and 2010.

(b) The basis on which the Respondents claim they should not be liable to refund to the Applicant the fees paid or to be paid in respect of this application.

5. The Respondents must send with that statement:

(a) Copies of any document on which the Respondents seek to rely.

(b) Copies of statements of any witnesses the Respondents propose to call at the hearing.”

7. Also the attention of the parties was drawn to the notes about the purpose of the directions and about the Tribunal's approach to them, and about the documents to be supplied, that appeared at the end of the directions.

8. The Respondents did not comply with the directions but on 3<sup>rd</sup> March 2010 a

letter was received from the Respondents stating that due to the stress and worry of the situation they had decided to sell the subject property and that it had been placed on the market with Warrens Estate Agents who could be contacted about viewing.

### **Inspection**

9. On 21<sup>st</sup> April 2010 the Tribunal inspected the exterior of No. 17 Limes Road which is a semi detached house on three floors, with brick elevations under a concrete tiled roof. Present was Mr. Wallace of Warrens Estate Agents who had the keys to the subject property and offered the Tribunal the opportunity to inspect the interior. However that was declined as only an external inspection was required. It seemed clear, and Mr. Wallace confirmed, that there were separate entrances for the ground floor flat and the subject property and there were no internal communal areas.

### **The hearing**

10. The hearing on 21<sup>st</sup> April 2010 was attended by Mr. B. Marsh and Mr. P. Marsh on behalf of the Applicant. There was no attendance by the Respondents or by anyone on their behalf.

11. The Applicant had provided a statement of case as required by the directions and the Tribunal considered that evidence. In addition it was confirmed on behalf of the Applicant that there had been no recent revaluation of the subject property for insurance purposes. The Applicant had relied on indexing.

12. The Tribunal considered the written evidence provided and the evidence given at the hearing, made findings of fact on a balance of probabilities and reached the decision set out at paragraph 1 above.

### **Reasons for decision**

13. The lease of the subject property provides for the Applicant to insure and to recover half the cost of that insurance from the Respondents. We were satisfied that the insurance had been effected; that the Respondents' share had been demanded from them and that they were liable to contribute the sums demanded.

14. We were also satisfied that the sums for insurance were reasonable. Evidence of other quotes for insurance supported the sums demanded.

15. An application has been made by the Applicant under Regulation 9 of the Leasehold Valuation Tribunals (Fees)(England) Regulations 2003 for the Respondents to reimburse the Applicant for the fees of £200 paid by the Applicant in respect of the proceedings.

16. An application has been made by the Applicant under paragraph 10 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002 for the Respondents to pay the Applicant's costs amounting to £160.

17. We were satisfied that the Respondents had made no attempt to deal properly with the demands or the proceedings. The Respondents did not attend either the Pre-Trial Review or the hearing and did not comply with the directions issued. The statement that they were selling the subject property was irrelevant. They did not advance any reason for not paying their share of the insurance costs, which should have been paid without the need for the Applicant to commence proceedings before the Tribunal. The Tribunal was satisfied that in these respects the Respondents had acted unreasonably and it was just and equitable that the Respondents should reimburse the fees of £200 paid by the Applicant in respect of these proceedings and that the Respondents should pay the costs of the Applicant in preparing documents and travelling to and attending the Pre-Trial Review and the hearing. The sum claimed of £160 the Tribunal found was reasonable.



R. Norman  
Chairman