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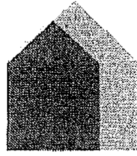

RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL
LANDLORD AND TENANT ACT 1985 – SECTION 27A

LON/OOBB/LSC/2010/0585

Premises: 116a Earlham Grove, Forest Gate, London E7 9AS

Applicant: Ms. Kim Denise Weeks

Respondent: David Cannon Properties Ltd

Represented by: Michael Richards & Co (Managing agents)

Tribunal: Ms. LM Tagliavini, Barrister & Attorney-at-Law (NY)
Mr. P Casey, MRICS

Hearing Date: (Paper) 17th November 2010

1. This is an application made pursuant to section 27A of the Landlord and Tenant Act 1985 seeking the Tribunal's determination of the reasonableness and liability to pay her one-third share of maintenance costs and management fees for the periods 2009 and 2010 in the following amounts:

   2009 - maintenance costs of £655.50 (inc. VAT)
   2009 – management fees of £655.50
   2010 – maintenance costs of £161 (Inc. VAT)
   2010 – management fee of £699.75

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2. By a lease dated 1st February 1985, the Applicant holds a leasehold interest for a term of 99 years with effect from 1st January 1985. By clause 2 of the lease the Applicant is required:

> *"(4) To pay one third contribution towards the cost and expenses of constructing repairing rebuilding renewing and lighting cleansing and maintaining all party wall structures (including the party post and wire fence dividing the garden demised to the demised premises from the garden of the adjoining premises, chimney stacks and roofs foundations fences sewers drains pipes cisterns gutters common roads pavements easements and appurtenances and other things the use of which is common to the demised premises and to other premises (including but without prejudice to the generality of the forgoing any part or parts of the building not included in this Lease or the Lease of the maisonette above) except for any costs or expenses arising from the Lessor's redevelopment modernisation or improvement of any adjoining or neighbouring property........................."*

3. It is the Applicant's case that she is not liable to pay management fees, and until 2009 no demand for the same had been made. The Applicant also queries the reasonableness of the cost of the maintenance works. These works comprised works to handrail and banister, light switches and front entrance door lock. The Applicant asserts that the works were done poorly in the first instance (£655.50) and should not have required remedial work thereby generating a second charge (£161) and are in any event, excessive.

4. No response was received from the Respondent although the Tribunal had the benefit of correspondence passing between the parties on the relevant issues.

The Tribunal's Decision:

5. Despite the absence of any participation by the Respondent in this application, the Tribunal is satisfied that notice and copies of the Directions issued by the Tribunal have been served on the Respondent's managing agents, together with all other relevant documents.

6. The Tribunal finds the following:

   (i) The lease does not make provision for the collection of management fees and therefore these sums are not payable by the Applicant.

(ii) The Tribunal finds that the costs of these basic maintenance works, including duplicate works to the handrail and light timer switch are excessive. Further, the duplication of works should not have been required had the works been carried out to a reasonable standard in the first instance. The Tribunal limits the total costs of maintenance works of £816.50 to £500 (inclusive of VAT).

(iii) Demands for payments of maintenance and management fees were not validly served as they contained no notice as required by section 21B (notice to accompany demands for service charges) of the Landlord and Tenant Act 1985. Consequently, the sums demanded by the Respondent were not properly due from the Applicant. It is noted that the Applicant has however paid all sums demanded.

7. Further, the Tribunal finds that the lease does not allow for the recovery of legal fees from the Applicant is respect of this LVT litigation. Were the Respondent to seek such costs the Tribunal, would exercise its discretion and would not allow such costs to be added to the service charges pursuant to section 20 of the Landlord and Tenant Act 1985. In any event such costs would be expected to be nominal in vie of the lack of involvement in this matter on the part of the Respondent.

Chairman: LM Tagliavini

Dated: 17th November 2010