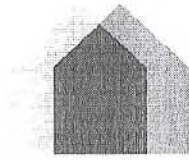


5100



Residential
Property
TRIBUNAL SERVICE

**LONDON RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

Case Reference: LON/OOBK/LSC/2010/0106

**THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION UNDER
SECTION 27A of the Landlord and Tenant Act 1985**

Applicant: Avoncrest Investments Limited

Respondent: Dr K. S.. Saeed

Premises: Flat 68, William Court, 6 Hall Road, London NW8 9PB

Date of Oral Pre-Trial Review: 9 March 2010

Date of Hearing 8 June 2010

Appearances for Applicant: Mr Garwood-Watkins, Director
Mr W. Rodrigues, Property Manager
(Residential Facilities Management Ltd)

Appearances for Respondent: Dr K.S. Saeed

Leasehold Valuation Tribunal: Mrs B. M. Hindley LL.B
Mr P. S Roberts Dip Arch RIBA
Mr O. Miller BSc

Date of Tribunal's Determination: 9 June 2009 10

1. This application under Section 27A of the Landlord and Tenant Act 1985 was transferred by District Judge Taylor from Central London County Court by order dated 2 February 2010.
2. The claim in the County Court was for £ 11, 574.31p but as a result of subsequent payments this had been reduced by the time of the hearing to £ 9,376.85p.
3. However, at the hearing it was established that the claim related to unpaid service charges and other related charges and when these were removed the service charges in dispute, for the period ending 25 March 2005, 2006, 2007, 2008 and included in the budget for 2009 (for which audited accounts were not yet available) were £9,056.86p.
4. The respondent holds under a lease dated 23 September 1977 for a term of 99 years from 24 June 1975.
5. Prior to the hearing the Tribunal inspected the property. They found it to be a very well maintained block of some 83 flats with replacement windows, gleaming brassware and well tended flower beds. In 2004 the fourth floor had been adapted in conjunction with the construction of a new fifth floor. Inside the common parts were in very good condition with a manned porter's desk in the front hall and very clean, carpeted corridors.
6. At the respondent's request the Tribunal entered her third floor flat and was shown open joints in the original timber window board in the sitting room, hair line cracks in the plaster to the window reveals of the study and the main bedroom, immovable marks on the plastic of the windows allegedly caused by the removal of masking tape necessary when sandblasting of the exterior had taken place, cracks to some ceramic tiles to the window sill in the dining area and deformation of the living room ceiling caused, she claimed, by a leak from the kitchen above.
7. The respondent also expressed concerns that as a result of the remodeling of the fourth floor and the re positioning of a kitchen in the flat above her bedroom, more pipes were now passing through the wardrobe in her bedroom making her more vulnerable to possible leakages.
8. Outside the flat the respondent pointed out that the lock on the door to the refuse chute had been removed, un- boxed in cabling at ceiling level on the landing of the secondary staircase, new balconies to the windows at either end of the corridor which she said had leaked but had now been repaired, and a missing decorative grill to the top casing of a radiator. On the fourth floor above she asked the Tribunal to have regard to the marble floor tiling in the corridor which she said resulted in impact noise below.
9. At the hearing the respondent was represented by Mr Atif , a solicitor whom she had instructed that morning.

10. Because the Directions were not entirely clear and because the applicants' bundle had been delivered to the respondent only on 4 June 2010 and because the respondent's submissions did not clearly relate to the service charge headings set out in the accounts and budget for the years in question, the Tribunal invited Mr Atif to look at the accounts and to specify what service charge items the respondent was alleging were not reasonable or reasonably incurred.
11. After some thought Mr Atif suggested that the term 'maintenance contribution' adopted in the lease did not embrace improvements. He asserted that the costs relating to cctv were not reasonable because the cctv facility had not been in place when the lease commenced and the provision, therefore, amounted to an improvement rather than to maintenance.
12. Mr Garwood -Watkins responded that cctv had been introduced in the mid 1990's and that under Clause 5 of Part II of the Fourth Schedule of the lease improvements were permitted at the lessor's discretion.
13. Dr Saeed said that the cost of heating seemed rather expensive and she wondered what checks were carried out to make sure that the cost was accurately recorded. She expressed concern that the heat in the corridors was sometimes so great that the balcony doors at either end were opened to alleviate the problem.
14. Mr Garwood -Watkins said that the meters were regularly checked to test the accuracy of the readings. The market was regularly tested in order to obtain the most economic energy supplier. The number of radiators per floor had been reduced to one and the ceiling lighting was being changed to low energy bulbs.
15. Dr Saeed mentioned that the electric meter previously located at a high level in the kitchen of her flat had been arbitrarily moved to a locked cupboard in the corridor which was not convenient.
16. Mr Garwood Watkins said that this had been a requirement of the electricity company in 1996 when new electrical sub mains had been installed to each flat.
17. The Tribunal again asked Dr Saeed and her representative if there were any service charge items listed in the accounts for the years in question which they wished to challenge.
18. Dr Saeed said that she had suffered considerably from the works to the upper floors and she maintained that the damage she had shown to the Tribunal at the inspection resulted from those works and the replacement of the windows.
19. Mr Garwood Watkins responded that a settlement had been reached in an earlier case and that these matters were now closed.

20. The Tribunal, having given the respondent and her representative every opportunity to comment on the reasonableness of the service charge items listed in the accounts for the years covered by the application, was not persuaded that the respondent had called the reasonableness of the cost of any item into question. It was obvious that she continued to be troubled by the changes which had taken place in the block both in terms of its configuration and the reduction in the number of long term residents. However, these were not matters within the jurisdiction of the Tribunal.
21. Accordingly, the Tribunal determines the unpaid service charge costs of £9,056.86p as reasonable, reasonably incurred and therefore payable for the service charge years ending 25 March 2005, 2006, 2007, 2008 and the budgeted costs for 2009.
22. Mr Garwood Watkins said that although the possibility of an application under Section 20C had been raised at the Directions Hearing he preferred to have the whole question of costs, legal and administrative charges dealt with at the County Court.

Chairman

J. N. Handley

Date

9/6/10