



---

**Leasehold Valuation Tribunal**  
Case Ref: CAM/22UJ/LSC/2012/0010

**Property** : 16 Amberry Court, Harlow CM20 2PX

**Applicant** : Davood Ghadami  
**Represented by** : Mr D Ghadami In Person

**Respondent** : Holbank Management Services Limited  
**Represented by** : Ms R Wellings Director

**Date of Application** : 26 January 2012

**Type of Application** : To determine the amount of service charges payable – Section 27A Landlord and Tenant Act 1985 (the Act)

**Date of Directions** : 17 February 2012  
**Date of Hearing** : 17 May 2012  
**Date of Decision** : 18 May 2012

**Tribunal** : Mr John Hewitt Chairman  
Mr Stephen Moll FRICS  
Mr David Cox JP

---

**Decision of the Tribunal**

---

**Decision**

1. The decision of the Tribunal is that the Applicant is granted permission to withdraw his application.

**Background**

2. The Applicant is the current tenant and the Respondent is the current landlord of the Premises.  
By a lease dated 3 July 1981 and made between:

- (1) Bar Limited as landlord, and
- (2) Angela Joan Slater as tenant

the Premises were demised for a term of 99 years from 25 December 1979 at a ground rent commencing at £50 per annum and rising to £200 per annum and on other terms and conditions therein set out.

3. The lease imposes an obligation on the landlord to insure the development comprising the Premises, to carry out repairs and redecorations and to provide other services as set out in the lease.
4. The lease imposes an obligation on the tenant to contribute to the costs and expenses incurred by the landlord in carrying out its obligations. There is a provision for the tenant to pay sums on account of the liability which arises.  
The sums so payable appear to be service charges within the meaning of s18 of the Act.
5. Prior to the hearing the Applicant provided a trial bundle which set out the various issues between the parties and their respective positions in relation to them.
6. On the morning of 17 May 2012 the Tribunal had the benefit of a site visit in the company of Mr Ghadami and Ms Wellings.
7. The hearing commenced at 11:00. Following clarification of a number of matters the hearing was adjourned to enable the parties to have discussions and to clarify matters between them.
8. Following the resumption of the hearing Mr Ghadami requested permission to withdraw his application on the footing that terms of settlement had been agreed. Ms Wellings confirmed that was correct and explained the terms which had been agreed. Accordingly the permission sought was granted.

9. For the sake of good order and at the request of the parties the terms of settlement reported to the Tribunal to have been agreed are recorded in the Schedule below.

#### **The Schedule**

1. As at 25 March 2012 the ground rent account is clear with a nil balance;
2. As at 25 March 2012 the service charge account is clear with a nil balance; but no payments have yet been made on account of the service charges payable for the year 26 March 2012 to 25 March 2013
3. The Respondent shall, by 24 May 2012, pay to the Applicant the sum of £1,058.45 which the Applicant shall accept in full settlement of his claims as regards historic service charges, administration charges, fees and interest charged to him by Cheltenham and Gloucester Building Society, reimbursement of fees paid to the Tribunal, costs incurred in connection with these proceedings and damages for all breaches of covenant alleged to have occurred prior to the date hereof.

\_\_\_\_\_  
John Hewitt

Chairman

18 May 2012