

11930



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **LON/00AY/LSC/2016/0112**

**Property** : **108 Purser House, Tulse Hill,  
London Sw2 2JB**

**Applicant** : **London Borough of Lambeth**

**Representative** : **Mr Redpath-Stevens Counsel**

**Respondent** : **Mr Abass Ali**

**Representative** : **None**

**Type of Application** : **Court referral – section 27A  
Landlord and Tenant Act 1985 –  
determination of service charges  
payable**

**Tribunal Members** : **Judge John Hewitt  
Mr Christopher Gowman**

**Date and venue of  
Hearing** : **27 June 2016  
10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **27 June 2016**

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**DECISION**

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## Decisions of the tribunal

1. The tribunal determines that:
    - 1.1 On 12 March 2015 when the court proceedings were issued there was payable by the respondent to the applicant as service charges in the sum of £6,244.40; and
    - 1.2 The file shall be returned to the court so that the remaining sums claimed, namely:
      1. Ground rent arrears £50;
      2. Contractual interest;
      3. Costs;
      4. Court fee £410.00; and
      5. Legal Representative's costs £100
- can be determined.
2. The reasons for our decisions are set out below.

**NB** Later reference in this Decision to a number in square brackets ([ ]) is a reference to the page number of the hearing file provided to us for use at the hearing.

## Procedural background

3. The applicant (the council) is the landlord and the respondent (Mr Ali) is the current lessee of the property.
4. On 12 March 2015 the council commenced court proceedings [1] against Mr Ali and claimed:

Arrears	£6,294.40
Contractual interest	Not quantified
Court fee	£410.00
Legal representative's costs	£100.00
Costs	Not quantified
5. A defence was filed [41 and 46-48].
6. By order made 29 February and drawn 7 March 2016 District Judge Zimmels ordered that the matter be transferred to this tribunal for determination. We take that order to mean that we are requested to determine the amount of service charges payable pursuant to section 27A Landlord and Tenant Act 1985 (the Act).
7. Directions were given on [88].
8. Mr Ali's statement of case is at [259].
9. The reference came for hearing before us on 27 June 2016. The applicant was represented by Mr Redpath-Stevens. Mr Ali was neither present nor represented. We were handed an email sent to the tribunal

by Mr Ali on 26 June 2016 (19:50) stating that he would not be able to attend the hearing but wished to rely upon the documents submitted by him. We took this email to mean that he was content for the case to be heard in his absence.

10. Rule 34 permits the tribunal to proceed with a hearing in the absence of a party if it is satisfied that the party has been notified of the hearing and that it considers it is in the interests of justice to proceed with the hearing. We were satisfied that both of those elements had been met and so we proceeded with the hearing.

### **The issue**

11. The lease of the property is dated 12 March 2001 [9]. It granted a term of 125 years at a ground rent of £10 pa and on other terms and conditions therein set out. The lease obliges the landlord to provide services and to carry out maintenance and repairs and obliges the tenant to contribute to the costs incurred by the landlord in doing so. Clause 4.8 [20] provides that the provisions of section 196 Law of Property Act 1926 (LPA 1925) shall apply to any notices to be served by the landlord.
12. On 12 April 2001 the lease was registered at Land Registry with title number TGL187434. On 5 June 2007 Mr Ali was registered as proprietor [30]. Mr Ali thereby became the legal owner of the property with liability to perform the covenants and obligations on the part of the tenant. The register also records a charge in favour of The Mortgage Business Plc was also registered on 5 June 2007.
13. The gist of the case advanced by Mr Ali was that the council had not sent to him statements of service charge accounts and detailed breakdowns. The council responded asserting that Mr Ali had not served notice of assignment and in consequence the service charge demands and accounts had continued to be sent to the property as follows:  
*“Mr Declan Ugoji-Everest Mrs Antoinette Ugoji-Everest or Current Occupier 108 Purser House ...”.*
14. The (absence) of a notice of assignment was put in issue at an early date. Mr Ali has not responded to it and not asserted that a notice of assignment was given and not provided copies of any such notice. In his statement of case dated as late as 12 May 2016 [259] Mr Ali asserts that he acquired the lease by assignment on or about 30 March 2007 but he does not assert that notice of such assignment was given to the council.
15. In these proceedings Mr Ali has been provided with a full set of annual accounts showing how the arrears claimed are made up. He has not asserted that those sums were unreasonably incurred or are unreasonable in amount. He simply asserts that *“... the demands are now statute barred by virtue of S2ob of the Landlord and Tenant Act 1985.”*

16. At the hearing Mr Redpath-Stevens stated that the council's case remained that Mr Ali had not given notice of assignment (or charge) of the lease and had not entered into a deed of covenant, as required by clause 2.28.
17. Mr Redpath-Stevens submitted that the service charge demands and accounts had been correctly sent to the lessee, as it understood the lessee to be and in conformity with section 196 LPA 1925 and were thus payable by the lessee. The lessee was Mr Ali being the legal owner by virtue of him being registered at Land Registry as the proprietor.
18. We accept those submissions. It is axiomatic that if Mr Ali purchased an assignment of the property with a view to sub-letting it, he can hardly complain that he has not received service charge demands and accounts if he has not given to the council notice of that assignment and the address to which he wished formal notifications to be sent to him.
19. Mr Redpath-Stevens drew to our attention that the arrears of £6,294.40 originally claimed included £50 of ground rent arrears. This tribunal does not have any jurisdiction in respect of ground rent and thus we determine the arrears of service charges payable by Mr Ali are £6,244.40.

**Further action**

20. The file is returned to the court so that it may determine the outstanding claims.

Judge John Hewitt  
27 June 2016.