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**FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
EASTERN REGIONAL OFFICE**

Case Number: CAM/00KF/LSC/2015/0057

Landlord : **Regisport Limited**

Tenant : **Mr R. T. Hill and Mrs S. L. Hill**

Property : **5 St. Leonards Road,
Southend-on-Sea, SS1 2HG**

Representation : **Landlord: Ms C Melling
(Landlord's Agent)
Tenant: Mr T. Hill
(Tenant's Representative)**

Members of the Tribunal : **Judge Wilson** Chairman
Mr Roland Thomas FRICS Valuer
Mr John E. Francis Lay Member

ORDER

The Tribunal determined that the Landlord's Notice under section 20 of the Landlord and Tenant Act 1985 and dated 26 April 2012 had been properly served.

Reasons

1. This case had been transferred to the Tribunal by the County Court at Southend by an order dated 2 July 2015 which stated:
 1. Proceedings transferred to [the Tribunal] for determination
 2. Proceedings stayed in the County Court pending a determination pursuant to paragraph 1 above
2. The Tribunal made an order for directions in what is a conventional form, ordering the exchange of the Statements of Case, Witness Statements, Hearing Bundle and, finally, a hearing (with a time estimate of 2 hours) preceded by an inspection. The parties had complied substantially with this order. It was clear from the hearing bundle running to about 150 pages that the parties, both "professional landlords", were at loggerheads over the remedial works necessary to correct a "damp problem" at the Property.

3. The Landlord had prepared and served, so it maintained, a so-called "Section 20 Notice" of intention to carry out works. It had done so by letter dated 26 April 2012 sent to the Tenants at an address in Hockley, Essex. This was the address at which the Landlords had previously corresponded with the Tenant at the Tenant's request.
4. Having failed over a period of years to reach agreement as to how the works should be progressed, the Landlords finally issued a claim for what it deemed the Tenant's proportion of the cost and described in the Claim Form as "arrears of service charges".
5. It was not clear from the Hearing Bundle when the claim was issued but the Tenants filed a Defence dated 3 March 2015. The Defence summarised the law and then continued:

During the parties' dealings the Claimant failed to give the Defendants timely notice of the initial notice and obtaining estimates stages, with the time periods for those stages having already passed when the Notices were received by the Defendants.

6. The only issue, therefore, raised by the Defendants was the service, or otherwise, of the Notice. No issue was raised, for example, as to the reasonableness of the charges. No Counterclaim was made (documentation in the Hearing Bundle suggested that the Defendants alleged breach of covenant and consequential loss). No Reply had been filed.
7. The Tribunal considered with the parties the issue that it had to resolve. It explained that the Defence was restricted in scope. The Tenant's representative was unaware, so he stated, of the nature of the Defence. It had been prepared by the Tenant's solicitors for signature by the Tenant's representative and he had, he conceded, signed it. It is convenient here to note that the signature following the Statement of Truth in the Defence had been signed neither by the Tenant, his litigation friend nor legal representative, but that was a matter for the County Court.
8. The parties' Witness Statements did not deal with the issue of service of the Notice in any detail but at the Hearing the Tribunal heard from them. The Landlord's case was that it had sent the Notice letter on the date stated and to the Hockley address. The dispatch of such Notices was carefully monitored. The Defendants, who had not themselves given Witness Statements, maintained through the First Defendant's brother who represented them and a witness, the Tenant's "Bookkeeper"/PA", a Mrs Holmes, that the Notice had not been received. It was not argued that the Notice had not been served. Upon enquiry by the Tribunal it emerged that, though it was true that the address was that of the Tenants' office, the building was shared with a number of bed-sitting rooms occupied by a number of tenants. The building had at various stages been either partly or completely empty.
9. The Tribunal's finding on this evidence was that the Notice had been properly served, there being no reason to doubt the Landlord's evidence.
10. The Tribunal's decision would be recorded and relayed to the County Court at Southend.

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Judge Wilson
14 October 2015