



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

Case Reference : **CAM/OOMD/LSC/2015/0035**

Property : **Flat 5, 35A Upton Park, Slough, SL1
2ED**

Applicant : **Mr F F M Messina**

Representative : **In person**

Respondent : **Almond Lane Limited**

Representative : **Mr C Turl chief operating officer of
Houston Lawrence Estate
Management managing agents for
the Respondent**

Type of Application : **For the determination of the
reasonableness of and the liability
to pay a service charge**

Tribunal Members : **Tribunal Judge Dutton
Mr D Barnden MRICS
Mrs N Bhatti**

**Date and venue of
Hearing** : **27th July 2015 at Pinewood Hotel
George Green, Slough**

Date of Decision : **10th August 2015**

DECISION

Decision of the tribunal

The Tribunal determines that it does not have jurisdiction to determine this matter by reason of section 27A(4)(a) and (c) of the Landlord and Tenant Act 1985 (the Act)

Reasons

Background

1. By an application dated 4th April 2015 Mr Messina sought to challenge costs arising in 2013 relating to legal fees and other matters as set out in the application and in his statement of case.
2. The Respondent, which should be Almond Land Limited and not Houston Lawrence, had taken no part in the proceedings. However, they were represented at the hearing by Mr Turl, who apologised for their shortcomings.
3. In a bundle of papers lodged before the hearing Mr Messina included two documents which were the cause of our decision as recorded above. The first was a copy of a judgment (the judgment) obtained in the Northampton County Court dated 2nd December 2013 in claim number 3YS60946 between Longmint Limited (in administration) and Mr Messina. We were told that this had not been set aside. The second was a copy of a "Tomlin Order" (the order) signed on Mr Messina's behalf by Simons Rodkin solicitors which records at paragraph 1 of the Schedule that the Defendant (Mr Messina) *"accepts and admits the Claimants claim of (the Settlement Sum) £6,781.60 to be paid in full and final settlement of all his claims inclusive of costs and interest for all the claims for service charges claimed under the claim 3YS60946 owed by the Defendant to the Claimant for the property known as Flat 5, 35 A Upton Park, Slough SL1 2ED.."*
4. It appears that Longmint Limited devolved ownership of the block in which Mr Messina's flat is located sometime in late 2013 to Almond Land Limited. Almond Land continued with the enforcement of the judgment and indeed served a notice under section 146 of the Law of Property Act 1925. As a result of negotiations between Mr Messina's solicitors and the solicitors for the Respondent a compromise was reached as embodied in the order.

Findings

5. Mr Messina confirmed that the judgment had not been set aside and that the order had been completed in that he had paid the money provided for therein.

6. In those circumstances we find that the provisions of section 27A(4)(a) and (c) as set out below mean that we cannot entertain the application and it must be dismissed for want of jurisdiction.

Andrew Dutton

Tribunal Judge Andrew Dutton

10th August 2015

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
- (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
- (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
- (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.