

13057



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

**Case reference** : LON/00AU/LSC/2018/0331

**Property** : 30A Jackson Road, London N7 6EJ

**Applicant** : Mr P Brand (landlord)

**Representative** :

**Respondent** : Mr D Williams (tenant)

**Representative** :

**Type of application** : For a determination of the liability to pay and the reasonableness of service charges

**Tribunal member(s)** : Judge S Brilliant  
Mr A Lewicki FRICS

**Date and venue of hearing** : 5 November 2018 at 10 Alfred Place, London WC1E 7LR

**Date of decision** : 5 November 2018

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**DECISION**

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1. The Tribunal finds that Mr Williams ("the tenant") is liable to pay to Mr Brand ("the landlord") the following service charges:

29 September 2017 (advance payment)	£175.00
Hallway lighting (26.05.2017-01.12.2017)	£ 27.73
Insurance (29.09.2017-28.09.2018)	<u>£235.46</u>
Total	£438.19.

### **The application**

2. This is an application made by the landlord for the determination of the liability to pay and the reasonableness of service charges. The application is made in respect of services provided to the tenant by the landlord for 30A Jackson Road, London N7 6EJ ("the flat").
3. The tenant is the lessee of the flat under a lease dated 18 November 2011.
4. The flat is one of three in a converted house. It is common ground that the tenant is to pay 236/749 of the relevant expenditure.

### **The procedural history**

5. The application is dated 31 August 2018. The application seeks a determination of what is owed on 29 September 2017.
6. Directions were given on 5 September 2018 for a paper hearing if neither party objected. Neither party did object.

### **The lease**

7. By clause 2.14 of the lease, the tenant covenanted to pay a fair proportion (agreed at 236/749) of such sums as the landlord may from time to time pay in accordance with his covenants in clause 3 of the lease (these include insuring the building and lighting the common parts) *such payments to be made on 25 March or 29 September in each year ... next following the expenditure thereof ....*
8. By clause 2.15 the tenant covenanted to pay an advance payment towards the service charge of £175.00 on 25 March and 29 September in each year.

## **The service charges claimed**

### **Advance payment**

9. The landlord first seeks to recover £175.00 advance payment for 29 September 2017. This is recoverable.

### **Electricity charges**

10. The landlord secondly seeks to recover the tenant's share of 8 months' electricity charges at £11.00 per month. This amounts to £27.73. We have seen the invoices. Although 3 of the charges post dated 29 September 2017, it is now past 25 March 2018 and no point is taken on this. The amounts claimed are reasonable and are recoverable.

### **Building Insurance**

11. The landlord thirdly seeks to recover the tenant's share of the building insurance. This amounts to £235.46. We have seen the invoice and receipt. The amount claimed is reasonable and is recoverable.

**Name:** Simon Brilliant

**Date:** 5 November 2018

## **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

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