



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

**Case Reference** : CHI/ 18UB/LSC/2018/0111

**Property** : 74 Exeter road, Exmouth, Devon EX8 1PZ

**Applicant** : C A Church Limited

**Representative** : Remus Management Limited

**Respondents** : Miss C I Cole  
Mrs Katrina Mason  
Mr T Godfrey  
Miss L M McLachlan  
Miss A P Phillips

**Representative** : -

**Type of Application** : Liability to pay services

**Tribunal Member(s)** : Judge Tildesley OBE

**Date and Venue of Hearing** : Determination on Papers

**Date of Decision** : 13 March 2019

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DECISION

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## **Decision**

1. The Tribunal determines that if costs of £34,832.94 including fees are incurred for cyclical repair and maintenance works to the above property are payable as a service charge under the terms of the lease by the leaseholders subject to a challenge by them as to whether the works were carried out to a reasonable standard.

## **Reasons**

2. The property is a four storey end of terrace period conversion comprising five self contained flats. The building was converted in the early 1960's
3. Under the terms of the leases for the flats each leaseholder is required to pay a fair proportion of the costs incurred by the landlord in repairing and maintaining the property. There is no provision in the lease for payments on account which means that the landlord can only recover the costs once they have been incurred on the works.
4. The landlord's managing agent instructed a building surveyor to provide a condition report on the property and a schedule of works. The hearing bundle included a copy of the survey and report dated 5 September 2017 prepared by Ellis Sloane & Co, Chartered Surveyors.
5. In November 2017 the managing agent embarked on a consultation exercise with the leaseholders in accordance with section 20 of the 1985 Act. The summary of estimates was issued to the leaseholders in May 2018. The Applicant indicated that it would contract with SB Painting and Contractors who submitted the lowest tender. The managing agent supplied the leaseholders with details of the costs including fees which totalled £34,832.94. The Applicant, however, informed the leaseholders that it would apply to the Tribunal for a determination of reasonableness of the proposed costs. The Application was received by the Tribunal on 10 November 2018
6. The Applicant was directed to provide its statement of case to each Respondent by the 6 February 2019. The Respondents in turn were required to send their statements of case to the Applicant by 20 February 2019. The Respondents have chosen not to submit a statement of case.
7. The Tribunal finds that
  - a) The Applicant has carried out consultation in accordance with the provisions of section 20 of the 1985 Act and obtained four quotations for the works.
  - b) The Applicant has chosen the contractor with the lowest tender.
  - c) The proposed works are necessary.

- d) The landlord under the terms of the lease is entitled to recover in arrears the costs of the proposed works.
  - e) The Respondents did not challenge the Applicant's statement of case.
8. The Tribunal determines that if costs of £34,832.94 including fees are incurred for cyclical repair and maintenance works to the above property are payable as a service charge under the terms of the lease by the leaseholders subject to a challenge by them as to whether the works were carried out to a reasonable standard section 27A(3)(c).

## **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking