



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

Case Reference : CHI/21UD/LSC/2018/0091

Property : 17 Albany Court, Robertson Terrace,
Hastings TN34 1JH

Applicant : Albany Court (Hastings) Limited

Representative : Michael Blandy

Respondent : Miss E. Kates

Representative :

Type of Application : Liability to pay service charges

Tribunal Member(s) : Judge D. R. Whitney

Date of Directions : 25th February 2019

DETERMINATION

Background

1. The Applicant seeks a determination under Section 27A of the Landlord and Tenant Act 1985 (the 1985 Act) as to whether service charges are payable. The years in question being 2016 to 2019 inclusive.
2. A telephone case management hearing took place on 21st December 2018 attended by Mr Michael Blandy, solicitor for the Applicant and there was no attendance by the Respondent.
3. The Applicant has complied with the directions and supplied a hearing bundle. References in [] are to pages within that bundle. It appears the Respondent as not engaged with the process.

The Law

4. The relevant law is contained in sections 19 and 27A of the Landlord and Tenant Act 1985. A copy of these sections is annexed marked A.

Decision

5. The application was in respect of service charges demanded by the Applicant. The Applicant is a company in which all of the residents at Albany Court, Hastings are members. It owns a leasehold interest in Albany Court and is responsible for the repair and upkeep of Albany Court. The Respondent is the leasehold owner of Flat 17 Albany Court, Hastings.
6. The Respondent owns her flat subject to a lease dated 15th May 1969 [21-31 tab A]. Pursuant to the lease the Respondent is required to pay a service charge of 1.5% of the total service charge costs and to make interim payments on a bi-annual basis as set out in paragraph 31 of the Sixth Schedule to the lease [28 tab A]. Clause 4 of the Seventh Schedule [29 Tab A] sets out the Applicants responsibilities.
7. Tab C of the bundle contained accounts and statements of expenditure certified by Manningtons Chartered Accountants. Tab D contained copies of all the relevant demands. These demands included all of the statutory requirements including the summary of rights and obligations.
8. The Applicant had provided within the bundle, but not paginated, a useful statement of case.
9. The service charge accounts set out the various heads of expenditure claimed. These include matters such as insurance, cleaning, property repairs electricity and managing agents fees. The tribunal notes that no challenge to any matters has been received from the Respondent. As an

inquisitorial tribunal it is incumbent upon it to consider the matters before it and the tribunal has reviewed the accounts in question.

10. Having regard to all the documents the tribunal was satisfied that all sums had been properly demanded of the Respondent. The tribunal then considered whether or not the actual charges were reasonable. It was satisfied that matters claimed were sums the Applicant was entitled to charge for under the terms of the lease. The actual sums in total appeared reasonable for a block of 45 flats. The tribunal was satisfied using its own experience and expertise in reviewing the documents before it that the service charges claimed were reasonable.
11. The Tribunal determines that all service charges for the period 25th March 2014 up to and including 28th September 2018 are due, payable and reasonable amounting to £6,161.35.
12. The Tribunal notes that certain payments have been made over the years in question totalling £3,091.25 for which credit must be applied to the amount due and owing from the respondent. Further the demands include claims for ground rent however these are not a matter which the tribunal has jurisdiction to adjudicate upon and so no determination is made in respect of any amounts relating to payment of ground rent.

Judge D. R. Whitney

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

