



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

Case Reference : **MAN/00CA/LSC/2020/0009
(Claim number: F5QZ83KV)**

Property : **112 Runnels Lane, Sefton, Liverpool L23 1UY**

Applicant : **ONE VISION HOUSING LIMITED**

Respondent : **ELAINE CUNNINGHAM**

Type of Application : **Landlord and Tenant act 1985, s 27A
Commonhold and Leasehold Reform Act
2002, Schedule 12 paragraph 3(1)(a)**

Tribunal Members : **A M Davies, LLB
J Jacobs, MRICS**

Date of Decision : **20 August 2020**

Date of Determination : **24 August 2020**

DECISION

The Respondent shall pay the Applicant service charges for the period ending 23 September 2019 in the sum of £1918.63.

REASONS

Background

1. In or about May 2011 the Respondent purchased a leasehold interest in a property known as 112 Runnels Lane, Sefton, Liverpool (the Property). The Property is a ground floor flat in a two storey block of 4 flats, and has a garden.
2. The lease is dated 10 August 1981 and creates a term of 999 years from 1st January 1981 at a peppercorn rent.
3. The lease requires the Respondent to pay “a due proportion” of the cost of maintaining the structure, service conduits and boundary structures of the block of flats. In practice she has been charged one quarter of the cost of insuring and repairing the building. No cleaning, gardening or other services are provided by the Applicant.
4. The Applicant has been consistently in arrears on the service charge account maintained by the Respondent.

The County Court Claim

5. The Applicant applied to the Liverpool County Court on 22 November 2019 for recovery of the arrears, which amounted to £1918.63 as at 23 September 2019.
6. The Respondent filed a short defence on 27 November 2019 stating that no services were supplied to her by the Local Authority except that they (in fact, the Applicant) arranged the buildings insurance. She compared her situation to that of her neighbours, who however may be in receipt of repairs and other benefits as council tenants. She indicated that she pays £40 per month for gardening, although no charge for this appears in the service charge account and the lease provides that the Respondent is responsible for keeping her own garden tidy. Finally, the Respondent stated that she had not been warned that she was likely to incur the cost of the repair involving removal of asbestos.

The Tribunal Application

7. On 16 January 2020 the claim was transferred to this Tribunal for a determination as to the service charges due, if any.
8. Directions were issued on 21 February 2020. The Applicant filed a statement of case supported by copy accounts and repair records. The Respondent did not file any further statement or documentation.

Decision

9. Under the terms of her lease the Respondent is responsible for paying a reasonable proportion of the cost of buildings insurance and repairs.

10. The Tribunal finds that the costs incurred by the Applicant are reasonable and that the service charge account is accurate. The balance shown on the account is therefore payable by the Respondent.

Judge A Davies
20 August 2020