



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

**Case Reference** : CHI/43UM/LSC/2020/0060

**Property** : 20 Hazel House, Sycamore Avenue,  
Woking GU22 9FE

**Applicant** : Daniela Marev

**Representative** :

**Respondent** : Willow Reach Residents Management  
Company Limited

**Representative** : HML Group

**Type of Application** : Determination of liability to pay and  
reasonableness of service charges

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

**Date of Directions** : 21<sup>st</sup> October 2020

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**DECISION**

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## **Background**

1. The Applicant seeks to challenge her liability to pay certain service charge costs.
2. The Applicant completed her purchase of the Property in December 2017. The Respondent is the management company for the estate in which Hazel House is situated. Hazel House is a 5 storey block which was first occupied in or about 2015.
3. The Tribunal issued directions dated 31<sup>st</sup> July 2020 listing the matter for a telephone CMH. The Applicant attended but not the Respondent.
4. Directions were issued including provision that unless the Respondent submitted their evidence electronically to the Tribunal and the Applicant they would be barred from taking further part.
5. The Applicant has filed an electronic bundle and references in [] are to pages within that bundle.

## **Determination**

6. Both parties agreed to the matter being determined on the papers. The Tribunal has considered the evidence filed and is satisfied that it is able to undertake this determination on the papers.
7. The Respondent failed to send its representations to the Applicant as required by the Directions. The Tribunal wrote to the Respondent [39] advising that due to the failure to comply with the directions the Tribunal would not take account of the Respondents submission in making its determination. No applications have been received from the Respondent.
8. The Applicant has referred to an earlier decision made in respect of the block under reference CHI/43UM/LSC/2018/0024. Under that determination the Tribunal made a determination in respect of the liability to pay and reasonableness of certain service charges. The Applicant was not a party to this application given it related to a period prior to her ownership.
9. The Applicant challenges the fact that a credit for the earlier determination has not been applied to her account. Further she suggests that her account should not have added to it a deficit charge for the year 2016. These are the two items which are challenged by the Applicant.

10. The bundle does not contain a full copy of the lease. The cover page and prescribed clauses are included [14-16]. Neither party has referred to any of the lease terms and it would appear the Applicant accepts that she is required to contribute towards the various costs.
11. The Tribunal has considered carefully all of those documents within the bundle which consists of some 40 pages.
12. At page [23] is a statement of account provided by the Respondent.
13. On 30<sup>th</sup> May 2019 a credit was applied to the account called “FTT Credit 2015-2018”. On 11<sup>th</sup> July 2019 this credit was reversed.
14. The Respondent [22] by email to the Tribunal suggests that in July 2019 there was an account reconciliation undertaken with the net effect being a credit of £438.70. The Respondent refers to the statement of account and certain highlighted items [23].
15. Looking at the figures this arithmetic calculation appears to be correct.
16. Ms Marev also seeks to challenge the addition of the deficit for the year 2016 which was added on 25<sup>th</sup> January 2018 in sum of £361.26. Turning to [23] this sum appears to have been credited on 11<sup>th</sup> July 2019.
17. Essentially the issues raised by the Applicant relate to the accounting rather than actual amounts. The Applicant says when she purchased there were no arrears. This would be the normal position. It appears credits have been applied notwithstanding that the Applicant in this case was not a party to the earlier determination of a differently constituted tribunal.
18. Having considered carefully all the submissions it would appear that the 2016 amount was credited back as were various other sums many of which appear to relate to a period prior to the Applicants ownership.
19. I determine that the Application is not one as to the liability to pay and reasonableness of service charges but a matter of accounting. This is not something this Tribunal has jurisdiction over. I dismiss the application.
20. The Applicant sought an order pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. I have considered such applications carefully. I am mindful that the Respondents failed to take part in the telephone CMH without explanation and then failed to properly comply with directions. Plainly if they had done so it may be that matters could have been resolved sooner. For these reasons I am satisfied that it is just and

equitable to make an order pursuant to Section 20C and Paragraph 5 A limiting the Respondent and their agents from recovering any costs of these proceedings from the Applicant.

21. Finally whilst having sympathy for the Applicant I have determined that I will not make an order that the Respondent should reimburse the application fee.