



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

**Case reference** : **LON/00AP/LSC/2020/0144**  
**HMCTS code** : **P: PAPERREMOTE**  
**(PAPER)**

**Property** : **11 Baronsclere Court, 23 Avenue Road,  
London N6 5YA**

**Applicant** : **Michael Khosrowpour**

**Representative** : **In person**

**Respondent** : **Baronsclere Court Residents Association  
Ltd**

**Representative** : **BBS Property Consultants (UK) Ltd**

**Type of application** : **Liability to pay service charges**

**Tribunal members** : **Judge Tagliavini  
Mr C Gowman**

**Venue & date** : **10 Alfred Place, London WC1E 7LR**  
**of hearing** : **P: PAPERREMOTE**  
**27 January 2021**

**Date of decision** : **27 January 2021**

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**DECISION**

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## **Covid-19 pandemic: description of hearing**

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was **V: CVPREMOTE**. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a paper hearing. The documents that the tribunal was referred to are multiple documents rather than in an indexed and paginated bundle the contents of which, the tribunal has noted. The order made is described at the end of these reasons.

## **Summary of decisions of the first-tier residential property tribunal**

- (1) The applicant is liable for the cost of the works to the balcony of the subject premises in the sum of £1,200.**
  - (2) The applicant is liable to pay administration charges in the sum of £537.**
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### **The application**

1. This is an application made under section 27A of the Landlord and Tenant Act 1985 seeking the tribunal's determination as to the liability to pay (i) service charges for balcony repairs in the sum of £1,200 (inc. VAT) and administration costs in the sum of £537 (inc. VAT).

### **The premises**

2. The subject premises ('the flat') at 11 Baronsclere Court, 23 Avenue Road, London N6 5YA comprise a flat on the third floor of a purpose built block of 14 flats. The applicant is the long leaseholder of the flat under a lease dated 1 June 1984 made between Ladnor Developments Ltd and Barry Paul Abrahams and Baronsclere Court Residents Association for a term of 99 years with effect from 25 December 1983..

### **The applicant's case**

3. In the application the applicant disputes his liability to pay the sums claimed by the respondent on the grounds that a section 20 consultation had not been served. In the Applicant's Reply to the Respondent dated 22 September 2020 the applicant asserted that the section 20 notice served by the respondent referred only to the 'external refurbishment of the building, grounds and boundaries.' Reference was made to the need to carrying out repairs to the balconies at the individual leaseholder's flat. The applicant asserted that his balcony was in good and sound repair and not posing any health and safety problem and no work was required to it.
4. The applicant asserted that damage had been caused to the wooden framework of his balcony and attached a number of photographs between 19 to 21 August

2019 and said to have been taken by his tenants at the time works to the exterior were carried out. The applicant disputed the accuracy of the respondent's assertions and the photographs relied upon.

### **The respondent's case**

5. In a Statement of Case in Response dated 7 September 2020 together with a number of exhibits the respondent relied upon. The respondent asserted that section 20 consultation notices were served on the leaseholders including the applicant on 22 November 2018 and 18 March 2019. These works required the erection of scaffolding. Subsequently, the applicant was advised that disrepair had been found by the Mr Stephen Bray of BBS and put on notice that the freeholder would have to attend to repairs at the applicant's expense if not carried out by the applicant within the stated time period.
6. Legal advice was sought as to the applicant's liability to carry out repairs which amounted to £537 (inc VAT). Subsequently, repairs to the balcony were carried out by MIB Construction Ltd at a cost of £1,200 (inc VAT) as evidenced by the invoice provided to the tribunal.

### **The tribunal's findings and decision**

7. The tribunal finds from the lease and plan provided that the demise of the subject premises includes the balcony and is therefore the responsibility of the applicant to maintain, repair and redecorate.
8. The tribunal finds from the photographs and report provided by the respondent that the balcony was in substantial disrepair which had accumulated over a significant period of time. Further, the tribunal finds that it was reasonable and cost effective for the respondent to carry out repairs while the scaffolding for external works of redecoration were carried out, as the condition of the balcony was sufficiently poor to justify the expeditious carrying out of works and the applicant did not accept that the balcony was in a poor condition.
9. Therefore the tribunal finds that the cost of the works to the balcony is payable by the applicant in the sum of £1,200.
10. Further, the finds that it was reasonable and appropriate for the respondent to seek legal advice from Lee Pomeran Solicitors before carrying out the works and that the cost of these in the sum of £537 (inc VAT) is reasonable and payable by the applicant.

**Name: Lorna Tagliavini**

**Date: 27 January 2021**

## **Rights of appeal from the decision of the tribunal**

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).