



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

Case Reference : **LON/00AZ/LSC/2021/0095
[PHONEREMOTE]**

Property : **547 Milford Towers, Thomas Lane,
Catford London SE6 4SA**

Applicant : **Cynthia Bailey**

Representatives : **In person**

Respondent : **Lewisham Homes**

Representative : **Victoria Joseph**

Type of Application : **For the determination of the
liability to pay and reasonableness
of service charges (s.27A Landlord
and Tenant Act 1985)**

Tribunal Members : **Judge Professor Robert Abbey**

**Date and venue of
Hearing** : **Telephone Hearing on 1 February
2022**

Date of Decision : **1 February 2022**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the dispute has been settled and completed by the respondent refunding the full amount of the service

charges claimed by the applicant in the sum of £12.12 as detailed below.

The applications

1. The applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charge payable by the respondent in respect of service charges payable for services provided for **547 Milford Towers, Thomas Lane, Catford London SE6 4S**, (the property) and the liability to pay such service charge.
2. The application to the Tribunal was concerned with service charges arising in service charge years 2018 2019 amounting to £12.12 in total.
3. The relevant legal provisions are set out in the Appendix to this decision. Additionally, rights of appeal are set out below in an annex to this decision

The hearing

4. From the start of the application the applicant was self-represented and the respondent was represented by Victoria Joseph. The hearing was a case management hearing on the telephone where Ms Joseph attended but the applicant failed to attend. Pursuant to The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 2013 No. 1169 (L. 8) and Rule 34 that deals with hearings in a party’s absence the Tribunal noted that this Rule states that: -

“34. If a party fails to attend a hearing the Tribunal may proceed with the hearing if the Tribunal—

(a) is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing; and

(b) considers that it is in the interests of justice to proceed with the hearing.”

5. In view of the very small sum in dispute the Tribunal decided that it would proceed in the absence of the applicant as it was in the interests of Justice to proceed in this way so as to avoid the disproportionate use of Tribunal time on such a small disputed amount.

6. The tribunal did not inspect the property as it considered the documentation and information before it in the trial bundle enabled the tribunal to proceed with this determination and also because of the restrictions and regulations arising out of the Covid-19 pandemic.
7. The Tribunal had before it all the application papers and correspondence and other documentation submitted by the parties during the course of this application that was commenced in March of 2021.

Decision

8. The Tribunal is required to consider whether the services were reasonably incurred and were they of a reasonable standard. To do this the Tribunal considered in detail the documentation set out above.
9. The details of the charges are as follows-

547 Milford Towers, Thomas Lane, London, SE6 4SA.

Breakdown of the actual cost of repairs 1 April 2018 to 31 March 2019

General Building & Estate Repairs

Repair No	Date Logged	Description	Block Cost	Unit Cost
4642622	26/04/2018	Trace and remedy leak affecting flat 547	£72.25	£0.26
4683303	17/09/2018	Paint walls and ceiling of block following fire	£847.6	£3.07
4691429	02/10/2018	Trace and remedy leak onto ground floor car park opposite precinct entrance	£72.25	£0.26
4674918	17/08/2018	Paint ceilings after fire damage Holbeach west	£352.08	£1.28
4724221	14/01/2019	FRA flat 547 renew door	£782.95	£2.84
		TOTAL	£2127.13	£7.71

The total block cost is £2127.13 and this was divided by 276 properties to give a charge of £7.71.

Technical Servicing & Repairs

Repair No.	Date Logged	Description	Block Cost	Unit Cost
4579503	26/09/2017	Block repair renew fire damaged cables	£916.29	£3.32
4559674	20/07/2017	Block fire alarm and emergency lighting	£146.90	£0.53
4636764	09/04/2018	Block fire alarm and emergency lighting service - period 1 2018	£153.15	£0.55
		TOTAL	£1,216.34	£4.41

10. The total block cost is £1,216.34 and this was divided by 276 properties to give a charge of £4.41.

11. So, in total the sum due to the applicant amounted to just £12.12. At the hearing the respondent confirmed that this sum had been credited back to the applicant's service charge account and they had sent her a form to enable her to seek the full repayment of this sum. Accordingly, a recredit had happened and a full refund offered. In these circumstances the Tribunal determined that these charges were reasonable and that the matter was therefore concluded.

12. Finally, the Tribunal was informed that the applicant ceased to be a tenant of the respondent in September 2019.

Name: Judge Professor Robert Abbey

Date: 01 February 2022

Appendix of relevant legislation and rules

Landlord and Tenant Act 1985 (as amended)

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,

- (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
- (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
- (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

ANNEX - RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.