



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

Case reference : **LON/00AK/LAC/2022/0003**

**HMCTS code
(paper, video,
audio)** : **P: PAPERREMOTE**

Property : **7 Gloucester Court, 1A Grove Close,
Avenue Road, N14 4DF**

Applicant : **Gloucester Court (Southgate) Ltd**

Representative : **Leasehold Debt Recovery (*ref:*
DEXTE/173)**

Respondents : **Lovelace Prempeh & Jocelyn Prempeh**

Representative : **N/A**

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

**Tribunal
member(s)** : **Judge Tagliavini
Mr A Parkinson MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **5 July 2022**
Date of Addendum : **2 August 2022**

**DECISION
& ADDENDUM**

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined on paper. The documents that the Tribunal were referred to are in a bundle of 134 pages, the contents of which have been considered by the tribunal.

The tribunal's summary decision

- (1) The tribunal finds that sums claimed by the applicant in administration fees in the sums of £171.00 and £191.00 (including VAT) are reasonable and payable by the respondents. The total sum of £362 is payable within 7 days of the date of this decision.

ADDENDUM

- (2) The tribunal directs the respondents to reimburse the application fee of £100 paid by the applicant within 7 days of the date of this addendum.

The application

1. This is an application made pursuant to schedule 11 to the Commonhold and Leasehold Reform Act 2002 seeking a determination of the payability of administration charges in the sums of £171.00 and £191.00.

The background

2. Under a lease dated 15 January 2016 made between Riverplace Homes Limited and Mr Lovelace Prempeh and Mrs Jocelyn Prempeh and Gloucester Court (Southgate) Limited the respondents were granted a leasehold interest in the subject property for a term of 125 years with effect from 29 September 2015. Clause 5(a) of the lease requires the respondents to observe and perform the Tenant Covenants and paragraph 16(a) of Schedule 4 specified the respondents had agreed to indemnify the landlord and the applicant Management Company for costs expenses incurred arising out of or in connection with a breach of the Tenant Covenants.

The applicant's case

3. The applicant relied upon a bundle of documents which included a statement headed 'Disclosure' dated 5 May 2022 and a Statement of Case dated 8 June 2022 together with additional documentation in support of the application. By letters of claim dated 1 April 2021 and 28 February 2022 the applicant made demands for unpaid service charges for the periods 01/01/2021 to 30/06/2021 and 01/01/2022 to 30/06/2022 and administration charges of £171.00 and £191.00 (including VAT). A summary of the tenant's rights and obligations was included with this correspondence.
4. Subsequently, the applicant confirmed the payment of the outstanding service charges and the continued non-payment of the administration

fees incurred of £171.00 and £191.00. A breakdown of these costs was provided by the applicant detailing the charges made by the managing agents Dexters London Limited and Leasehold Debt Recovery Limited, the debt recovery company.

The respondents' case

5. No representations were made by or received from the respondents.

The tribunal's decision and reasons

6. The tribunal finds that the respondents covenant with the applicant to indemnify the costs and expenses incurred as a consequence of or arising from a breach of the Tenant Covenants. The tribunal finds that by failing to pay service charges when demanded in accordance with the terms of the lease, the respondents caused the applicant to incur costs associated with their recovery.
7. The tribunal finds the costs incurred by the applicant's managing agent, (£72.00 and £72.00), the debt recovery agent fees (£96.00 and £116.00) and the disbursements to the Land Registry (£3.00 and £3,00) are reasonable in amount and are payable in accordance with the terms of the lease.
8. In conclusion, the tribunal finds that the administration costs of £171.00 (including VAT) and £191.00 (including VAT) are reasonable and payable by the respondents to the applicant. These sums are to be paid by the respondents within 7 days of the date of this decision.

ADDENDUM

9. On 6 July 2022, the applicant made an application for the reimbursement of the application fee of £100.00 in light of the tribunal's findings in its favour.
10. The tribunal finds it is reasonable and appropriate to require the respondents to reimburse the £100.00 application fee paid by the applicant, in light of the tribunal's findings in favour of the applicant.

Name: Judge Tagliavini

Date: 5 July 2022 and 2 August 2022

Rights of appeal

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).