



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

Case reference : **LON/00AS/LSC/2022/0372**

**HMCTS code
(paper, video,
audio)** : **V: CVPREMOTE**

Property : **11 Raywood Close, Harlington, Hayes
UB3 5NL**

Applicant : **Mahindar Kaur Josan**

Representative : **In person**

Respondent : **Airside Management Ltd**

Representative : **Failed to appear**

Type of application : **For the determination of the liability to
pay service charges under section 27A of
the Landlord and Tenant Act 1985**

Tribunal member : **Judge Brilliant**

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

Date of decision : **27 June 2023**

DECISION

1. This is my decision following a case management conference held on 27 June 2023.
2. The applicant appeared in person. The respondent failed to appear and gave no explanation to the tribunal as to why it would not be attending.

3. One reason that a case management conference was arranged was for the tribunal to consider whether the service charge machinery set out in paragraphs 1 to 3 of the sixth schedule to the lease had been complied with.

4. The relevant provisions in schedule six are follows:

“1. The Lessee shall on the execution of this Lease and thereafter on the first day of every succeeding month during the continuance of the demise pay to the Management Company:

(a) the sum of TWENTY POUNDS (£20.00) by Bankers Order until such time as the Lessee shall receive the notice referred to in paragraph 3 of this Schedule such sum being on account of the expenses spent or to be spent by the Management Company on the matters specified in Part II of this Schedule and thereafter

(b) upon receiving the notice referred to in paragraph 3 of this schedule pay to the Management Company a revised sum equal to one twelfth part of the total amount specified in such notice divided by the number of flats within the Property and the Estate

2. The Management Company shall as soon as reasonably practicable after the first day of January every year prepare an estimate of the sums to be spent by it in such year on the matters specified in Part II of this Schedule and shall add thereto or deduct therefrom (as may be appropriate) any difference between:

(a) the amount notified in accordance with paragraph 3 hereof; and

(b) the amount of the estimate prepared in respect of the previous year and shall serve on the Lessee notice of the total amount so calculated.

3. The Management Company shall keep an account of the sums spent by it in each year on the matters specified in Part II of this Schedule and shall as soon as practicable after the end of such year notify the Lessee of the total amount so spent.”

5. At the time of completion in June 2019 the respondent insisted that the applicant paid a sum, which the applicant recalls was £400, for service charges from completion until February 2020. The lease did not entitle the respondent to make such a demand.

6. The respondent continued to make demands. These demands were for £750 each time. No attempt was made to comply with the provisions of the sixth schedule. At no time was £20 demanded or collected at beginning of each month. No accounts of the relevant sums spent in any year were apparently prepared, and certainly the applicant was never notified of the total amount spent in any given year. One demand made was in respect of a period for which payment had already been made.

7. The applicant made one further payment of £450. According to the respondent £2,600 remains due.

8. In my view, none of the demands are valid. I order that £850 be returned to the applicant. No other amounts are payable.

9. I make an order under s.20C that none of the respondent's costs (if any) in these proceedings be passed through the service charges. I also order reimbursement of the £100 fee.

Simon Brilliant

27 June 2023

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)

