



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

Case reference : **LON/00AP/LSC/2023/0109**

Property : **Flat A 33 Townsend Road Tottenham
London N15 4NT**

Applicant : **Southern Land Securities limited**

Representative : **Tiernan Fitzgibbon**

Respondent : **Shirley Levy**

Representative : **In person**

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

Tribunal members : **Mrs E Flint FRICS
Mr K Ridgeway MRICS**

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

Date of decision : **15 October 2023**

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision
- (2) Since the tribunal in this instance has no jurisdiction over administration charges, county court costs and fees, this matter should now be referred back to the County Court at Edmonton.

The application

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 charges payable by the Respondent in respect of the service charge years 2018, 2019, 2020 and 2021.
2. Proceedings were originally issued in the Northampton County Court under claim no. JO1YJ339. The claim was transferred to the Edmonton County Court and then in turn transferred to this tribunal to determine if any service charges were owed, by order of Deputy District Judge Welch.

The hearing

3. The Applicant was represented by Tiernan Fitzgibbon of counsel at the hearing and the Respondent appeared in person.
4. During her evidence the Respondent handed copies of correspondence from years prior to this claim and also a schedule of payments made. Mr Fitzgibbon did not object to the documents being considered by the Tribunal.
5. The disputed items were listed on a Scott schedule upon which both parties commented and gave evidence.

The background

6. The property which is the subject of this application is a two room, kitchen and bathroom/wc flat on the ground floor rear of a converted house.
7. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
8. The Applicant is the freeholder of the block in which the flat is situated. The Respondent holds a long lease of the property which requires the

landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge.

9. The lease stipulates that the Respondent is required to pay 40% of the service charges incurred. Payment was to be by an interim payment and service charge at the time referred to in the 5th Schedule of the lease.
10. The Lessor covenanted to insure the Building, the cost of which was to be treated as part of the service charge.
11. Clause 5(2) and (4) require the Lessor to decorate the exterior and maintain and keep in good structural repair the main structure and the common parts of the Building.
12. By clause 9(4) of the lease the Lessor's accountants were to certify the amount payable by the Tenant.

The issues

13. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) The payability and/or reasonableness of service charges in respect of insurance premiums for 2018 – 2021, accountancy fees in 2020 and 2021 and repairs in 2021.
14. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

Insurance premiums

15. Mr Fitzgibbon referred to the relevant clauses in the lease to support his assertion that the charges were payable. He noted that the charges were payable only to the extent that the costs were “reasonably incurred” and that any services or work was carried out to a “reasonable standard”.
16. The premiums were as follows:
 - 1 January 2018 – 31 December 2018: £876.28.
 - 1 January 2019 – 31 December 2019: £859.96
 - 1 January 2020 – 31 December 2020: £1,237.86
 - 1 January 2021 – 31 December 2021: £1395.92

The objection was “inadequate cover to claim” and expensive. He said that the cover complied with the requirements of the lease and no evidence to support the Respondent’s assertion had been produced. He countered Ms Levy’s comment that she would have preferred wider cover against the entry for Terrorism cover by stating the remaining areas of cover were included in the Building Insurance policy.

17. He confirmed that there was no copy of the insurance policy or schedule in the bundle. Since there was no evidence to show the costs were unreasonable, the Tribunal was invited to find the costs reasonably incurred.
18. Ms Levy said that she thought she had been paying the service charges monthly as she could not afford to pay the whole sum upfront each year. The roof above her flat had leaked, the landlord had asked her to obtain three quotes then she was told that no claim could be made under the insurance policy, leading her to believe the cover was insufficient.
19. She would have preferred wider cover than provided by the terrorism cover.
20. She had sought advice from a charity. The advice bureau had told her that the premiums were too high.

The tribunal’s decision

21. The tribunal determines that the amount payable in respect of terrorism cover was not challenged. The insurance premiums payable by Ms Levy is 40% of the following sums:

2018: £876.28; 2019 £859.96; 2020 £875 and 2021 £900.

Reasons for the tribunal’s decision

22. The Tribunal accepts that the premiums for 2018 and 2019 are reasonable on the assumption that the cover provided is that which is usual for a building of this age and type.
23. However there has been no explanation or any evidence produced to explain why there was such a significant increase in the following years. The Tribunal has done the best it can based on its experience as an expert tribunal in light of no substantive evidence having been produced by the Applicant, to the extent that the Tribunal has not even had sight of any insurance documents relating to the Building.

Accountancy fees

24. Mr Fitzgibbon referred to the lease provisions. The costs were £316 in 2020 and £331 in 2021. He said that there was no alternative figure against which to measure the costs which appeared reasonable.
25. Ms Levy said she thought it was expensive but had not made any enquiries regarding the costs.

The Tribunal's decision

26. The Tribunal determines that the sums charged are reasonable. Ms Levy is responsible for 40% of the charges.

Reasons for the Tribunal's decision

27. No evidence was produced to support Ms Levy's assertion that the amounts were excessive. In the Tribunal's experience the fees were reasonable for the work undertaken.

Repairs

28. In 2021 £414 was charged to the service charge account for repairs. Mr Fitzgibbon noted that there had been s20 consultation regarding repairs including to the roof. No response had been received from any leaseholder and the lowest tender had been accepted.
29. Ms Levy said that the repairs included installation of a key safe. She did not dispute that there had been full consultation in respect of the repairs.

The decision of the Tribunal

30. The Tribunal determines that the repair cost of £414 in 2021 was reasonable. Ms Levy is liable for 40% of the charge.

Reasons for the Tribunal's decision

31. No evidence was produced to show the amount was unreasonable. The lowest tender had been accepted.

The next steps

32. The tribunal considered the schedule of payments produced by Ms Levy and was satisfied that the payments had been credited to her service charge account. The Tribunal noted that Ms Levy said that she did not accept the reasonableness of the other charges but did not know what to

say regarding those charges, consequently she had not completed the Scott schedule. She did not produce any further evidence.

33. The tribunal in this instance has no jurisdiction over ground rent, administration or county court costs. This matter should now be returned to the County Court in Edmonton.

Name: E Flint

Date: 16 October 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).