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Residential  
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RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
LEASEHOLD VALUATION TRIBUNAL  
LANDLORD AND TENANT ACT 1985 – SECTION 27A

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LON/OOAU/LSC/2010/0230

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**Premises:** Flat A Cara House, 1 Brooksby Street, London N1 1HE

**Applicant:** Mr. Matthew Reid

**Represented by:** In person

**Respondent:** Central & Cecil Housing Trust

**Represented by:** Did not appear/not represented

**Tribunal:** Ms. LM Tagliavini, Barrister & Attorney-at-Law (NY)  
Mr. TN Johnson, FRICS

**Hearing Date:** 3 September 2010

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1. This is an application pursuant to section 27A of the Landlord and Tenant Act 1985 ("the Act") seeking the Tribunal's determination of the reasonableness and payability of service charges. Specifically, at a pre-trial review hearing held on 28 April 2010, it was agreed by the Applicant that the only issue in dispute was the reasonableness and payability of the charge in respect of the heating system contract (£9.34 per week plus the administration charge thereon at 15%).

2. A hearing of this application was held on 14 June 2010, at which it became apparent to the Tribunal that a central issue arising from the issue of payability was the question as to what the Applicant's tenancy agreement specifies in relation to the heads of service charge for which Mr. Reid is liable to pay. The Tribunal queried whether:
  - (i) Appendix A to the tenancy agreement setting out the heads of service charge has been properly incorporated into the terms of the lease either at the date of grant or at some other time; (*Appendix A apparently not having been attached to the original tenancy agreement and not until some time afterwards with differing versions relied upon*).
  - (ii) If the Applicant has any liability to pay and heads of service charge and if so, which heads of service charge he is liable for.
3. At the reconvened hearing of this application on 3 September 2010, the Tribunal was informed in writing that the Respondent did not wish to be present at the hearing and did not wish to challenge the Applicant's objection to the service charge sums contested by the Applicant as the Respondent had to have regard to the relatively modest sums in issue and the disproportionate legal costs already incurred.
4. In the absence of any meaningful challenge to the Application, the Tribunal accepted the Applicant's assertions that the increase in the heating charges had not been justified and finds they are not reasonable. The Tribunal found the service charge documents and accounts provided by the Respondent to be less than transparent and difficult to follow logically as heads of service charge appeared to be renamed or disappeared completely from one year to the next.
5. On this basis, the Applicant was content for the Tribunal to record that the heating charge sum of £9.34 together with any administration charge thereon was not payable by the Applicant for the service charge year 2010/2011.
4. In reaching this view, the Tribunal did not need to decide the issue of whether Appendix A was, or was not, properly incorporated in the terms of the Applicant's tenancy agreement. The Tribunal therefore did not decide this issue which, remains open for determination, should the matter be raised again, by the Applicant in the future.

Section 20C costs:

5. No submissions were made by the Respondent as to whether they would seek costs of this litigation to be added to the service charge (if the tenancy agreement permits). In light of Respondent's position and the Tribunal's decisions the Tribunal finds that in any event the applicant should not be required to pay any of the Respondent's costs of this litigation and they should not be added to the service charges.

Chairman: LM Tagliavini 

Dated: 3 September 2010