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

Case Reference : **LON/00AE/LSC/2015/0505**

Property : **30 Regal Buildings, 75 Kilburn
Lane, W10 4BB**

Applicant : **Osama M Moussa**

Representatives : **Self representing**

Respondent : **Premier Block Management**

Representative : **Self representing**

Type of Application : **Service Charges (Section 27A
Landlord and Tenant Act 1985)**

Tribunal : **Mr M Martyński (Tribunal Judge)
Mr C Gowman**

DECISION

Decision summary

1. All the Service Charges challenged are reasonable and payable.

Background and the application

2. The Applicant is the long leaseholder of a flat contained within a purpose-built block of flats.
3. The Applicant's application challenging Service Charges in the block was received by the tribunal on 18 November 2016.
4. The application gave no real indication as to what was being challenged. The Service Charge year being challenged was said to be 2015.
5. Various directions have been given in this matter in order to try to establish what the Applicant's case is.
6. Directions given on 21 April 2016 attempted to set out the issues as follows;

Whether the following items are within the landlord's obligations under the lease and/or whether those items were reasonable and/or payable

- (a) TV/satellite
 - (b) Cleaning
 - (c) Drains maintenance
 - (d) Lift maintenance and repair
 - (e) General repairs and maintenance
7. The Applicant filed a bundle of documents (out of time) with a Statement of Case and the Respondent has been able to file a bundle and Statement in response to that. The issues set out in the Applicant's Statement of Case are mostly similar to the above list. We deal with all the matters raised in the directions and the Applicant's Statement of Case in this decision.

The course of the proceedings

8. The application was originally set down for an oral hearing. In his application, the Applicant consented to the application being dealt with on the papers. In further directions given by the tribunal the application was re-allocated to the Paper Track to be decided on the papers alone. No application was made subsequently for an oral hearing.
9. We have accordingly decided this application on the basis of consideration of the application filed by the Applicant and upon the parties' Statements of Case and their bundles of documents.

Issues and Decisions

Original estimate of Service Charges

10. The Applicant, in his Statement of Case, objected to the level of Service Charges on the basis that his estate agent had told him that the Service Charges were in the region of £1,800.
11. The Service Charge demanded in respect of the Applicant's flat for the year in question (March 2014 to March 2015) is £3,133.49.
12. We reject this point. What the Applicant was told by his estate agent has no bearing on the reasonableness and payability of the Service Charge.

TV/Satellite repairs

13. The Applicant states that there is no mention of a communal satellite in his lease.
14. The Applicant's lease obliges him to pay towards the costs of the landlord complying with Part 2 of the Fifth Schedule of the lease and any other costs and expenses reasonably and properly incurred in connection with the Reserved Property [Fifth Schedule, Part 1, Para 1(a)].
15. The 'Reserved Property' is defined in the Second Schedule to the lease and includes; '*Any other services matters or things which may be provided by the Landlord for the use of or the benefit of the Demised Premises and any other flat in the Building*'.
16. Part 2 of the Fifth Schedule provides, at paragraph 18, that the landlord is obliged;

..... to do or cause to be done all such works installations act matters and things as in the reasonable discretion of the Landlord may be considered necessary or advisable for the property maintenance safety amenity and administration of Building [sic].....
17. In our view, the clauses referred to above will clearly oblige the landlord to maintain a TV/Satellite service which has been provided to the building and will therefore oblige the Applicant to pay towards those costs.
18. The Applicant goes on to complain that he was not informed that there was such a system and that many people in the block have their own individual systems. These complaints do not exempt the Applicant from having to pay any reasonable charge made for the system and the Applicant makes no case to persuade us that the sums involved are unreasonable in amount or have been unreasonably incurred.

Cleaning

19. The Applicant complains that he had been asking for rubbish in the car parking area to be removed for 6 months until it was finally done. This statement of itself, without anything more does not set out any case on the reasonableness or payability of the cleaning charge.

Drains maintenance

20. The Applicant states that there was a six-week period of flooding in the garage area and that this was covered by insurance. The Respondent confirms that the charge (incurred in the 2014 Service Charge year in any event) was covered by insurance. There is nothing in this point therefore for us to decide.

Lift maintenance

21. The Applicant complains of having to make '*recurrent communications for lift repairs over the last 8 months*' and of a '*6 week period of inconvenience due to the closing off of the lifts due to flooding*'.
22. Again, there is nothing in these statements that make a case that the Service Charge expenditure is unreasonable in amount or otherwise unreasonably incurred.

Repairs and maintenance

23. The Applicant says in his Statement of Case; 'This amount for repairs is very general and needs elaboration to why this amount as no real repairs were noted in the duration of this year. For example the electronic garage gate is malfunctioning on a regular basis and this has never been addressed in a timely fashion'. He goes on to list three specific invoices but without any specific comment in relation to them.
24. Again, there is nothing in these statements that make a case that the Service Charge expenditure is unreasonable in amount or otherwise unreasonably incurred.
25. In this section of his Statement of Case the Applicant goes on to refer to a cleaning invoice of £693 monthly and says; '*not itemized as to what exactly is cleaned. Currently we have a cleaner come in to once a month to Hoover the communal areas. The rubbish disposal is always a mess and is left like that until the next week rubbish disposal date*'.
26. In response to this, the Respondent provided the cleaning specification which included bins being emptied and the bin area cleaned weekly and states that it has no control over residents creating a mess outside these times.

27. There is insufficient evidence for us to conclude that cleaning charges are not reasonably incurred or that cleaning is not carried out to an acceptable standard.

Parking fines

28. The Applicant complains of getting parking fines in the underground parking area when he first moved in. The Respondent confirmed that these parking tickets have been cancelled.

Instalment option

29. The issue raised by the Applicant of an instalment plan (outside of the terms of the lease) to pay Service Charges is not one that falls within the tribunal's jurisdiction.

General comments

30. The Applicant is clearly unhappy as to the level of his Service Charges for 2015. Those charges appear to us to be quite high for a building of this kind, however there may be very good reasons for that.
31. In the absence of detailed and focussed objections to specific items of Service Charge, we can only conclude that the Service Charges are reasonable.

Costs

32. The Applicant did not seek an order relating to costs pursuant to Section 20C Landlord and Tenant Act 1985.

Name: Mark Martyński,
Tribunal Judge

Date: 7 July 2016

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.