

London Leasehold Valuation Tribunal File Ref No.

LON/00AF/LSC/2006/0205

Leasehold Valuation Tribunal: Full reasons**Landlord and Tenant Act 1985 section 27A****Address of Premises****The Committee members were**

8 Ranmore Path,
Orpington,
Kent BR5 wHP

Mr Adrian Jack
Mr Mel Cairns
Mr Owen Miller

The Landlord: Broomleigh Housing Association**The Tenant: Mr and Mrs Norley****Background**

1. The tenants are holders of a 125 year lease of Flat 8, Ranmore Path. The lease was originally granted in 1988 by the London Borough of Bromley under the right-to-buy legislation contained in the Housing Act 1985. The lease contained standard provisions for the payment of service charge. The service charge year runs from 1st April to 31st March.
2. By an application dated 14th June 2006 the tenants sought a determination of their liability for service charges in the service charge years 2002/03, 2003/04, 2004/05 and 2005/06.
3. At a pretrial review held on 12th July 2006 the Tribunal ordered the tenants to serve a statement settling out in detail the reasons for their objections to the service charges in dispute. Pursuant to that order the tenants served a closely typed four page letter dated 18th July 2006.

The law

4. Section 19(1) of the Landlord and Tenant Act 1985 provides:
 "Relevant costs shall be taken into account in determining the amount of a service charge payable for a period:
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;
 and the amount payable shall be limited accordingly."
5. Section 27A gives the Tribunal jurisdiction to determine by whom, to whom, when, in what matter and how much is to be paid.

Inspection

6. The Tribunal inspected the property on the morning of 3rd November 2006 in the presence of one tenant and the representatives of the landlord.

24. The fourth page gave further history.
25. The tenants' representatives made a general point that the service charges had increased beyond inflation, but were unable to point to any particular elements of the service charge which they challenged beyond the points outlined above.

Determination

26. It followed from the above discussion that there were only two live issues which the tenants asked the Tribunal to determine.
27. The first is the reasonableness of the £23.12 for window cleaning, subsequently reduced to £10.00. The landlord is only seeking to recover this charge on account in the 2006/07 service charge year. The tenants' application is solely in relation to the service charge years 2002/03 to 2005/06. The Tribunal therefore has no application before it in relation to 2006/07 and can therefore make no binding decision on the reasonableness or otherwise of the amount charged.
28. We did, however, hear full argument on the point. We have no doubt that, if the matter was properly before us, we would have considered even £10 against these tenants excessive. (This equates to over £110 for the block as a whole.) There are very few communal windows indeed. Cleaning these twice a year should not cost anything like the amount claimed.
29. The second live issue is the amount charged for rubbish collection. We accept the evidence of Mr Eaton as to what this item represents. In general the Tribunal would expect a landlord to produce the underlying documentation to justify a particular item. In this case, however, the Tribunal considers that the brief paragraph in the tenants' letter which we have set out in paragraph 19 above did not put the landlord fully and fairly on notice of the challenge which was being made to the charge for rubbish collection. The Tribunal does not therefore hold it against the landlord that the underlying documentation has not been produced.
30. The sums claimed by the landlord under this head are modest. The Tribunal is well aware that in blocks of this type rubbish and other large items are periodically dumped. Fly-tipping is sadly endemic. The Tribunal accepts Mr Eaton's explanation of how the amounts are calculated and considers the amounts are reasonable.
31. The Tribunal considered the tenants' general point that the total amount of the service charges had increased. A global approach can provide a useful check to see whether the amounts claimed for individual items are justified. It is, however, always necessary to look at the individual items claimed as part of a service charge. Given the extremely limited attack made by the tenants on the individual items charged by the landlord, it is in the Tribunal's judgment impossible to say that the service charges, viewed globally, are unreasonable.

Costs

32. The landlord's representatives indicated that the landlord did not intend to charge under the service charge account any sum by way of costs in these proceedings. Accordingly there is no need for the Tribunal to consider

whether an order under section 20C of the Landlord and Tenant Act 1985 should be made.

33. Since the tenants have lost comprehensively, the Tribunal makes no order for costs. The effect is that the application fee and the hearing fee which the tenants have paid are not recoverable from the landlord.

DECISION

- (a) **The Tribunal determines that the sums claimed by way of service charge by the landlord for the service charge years ending on 31st March 2003, 2004, 2005 and 2006 are reasonable and are properly payable by the tenants to the landlord.**
- (b) **The Tribunal makes no order for costs.**



Adrian Jack, chairman

30th November 2006