

LON/00AW/LSC/2006/0060  
DECISION OF THE LEASEHOLD VALUATION TRIBUNAL  
ON AN APPLICATION UNDER SECTIONS 27A OF THE LANDLORD  
AND TENANT ACT 1987

Address First Floor Flat, 234 Latimer Road, London, W10 6QY

Applicants Fountaingate Properties

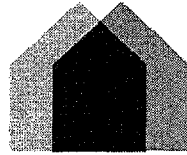
Respondents Ms Deborah Hicks

Appearances Mr F Poole For the Applicant  
Mr C Cole

Ms D Hicks  
Mr J Cellett For the Respondent

The Tribunal Mrs F Silverman  
Mr J M Power  
Ms F P Dickie

Hearing date: 13<sup>TH</sup> August 2006



Residential  
Property  
TRIBUNAL SERVICE

**LEASEHOLD VALUATION TRIBUNAL FOR THE  
LONDON RENT ASSESSMENT PANEL**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON  
APPLICATIONS UNDER SECTION 27A OF THE  
LANDLORD AND TENANT ACT 1985 (AS AMENDED)**

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Ref: LON/00AW/LSC/2006/0060

**Property:** First Floor Flat, 234 Latimer Road, London, W10 6QY

**Applicant Landlord:** Fountaingate Properties Ltd

**Respondent Applicant :** Ms D Hicks

**Referral from Willesden County Court:**

17<sup>th</sup> February 2006

**Hearing Dates:** 13<sup>th</sup> July 2006

**Members of the Leasehold Valuation Tribunal:**

Mrs F Silverman  
Mr J M Power  
Ms F P Dickie

## **DECISION AND REASONS**

### **DECISION**

The Respondent is liable to pay service charges to the Applicant in the sum of £4504.40 in respect of the service charge years 2000-2005 inclusive. The calculation of this sum is shown on the annexed Schedule.

### **REASONS**

1. The application was transferred to the Tribunal from the Chichester County Court.
2. The Applicant sought recovery of arrears of service charge from the Respondent for the service charge years 2004 and 2005. Directions made by the Tribunal permitted the Respondent also to challenge the service charge for the years 2000-2003 inclusive.
3. The application also included a claim for arrears of ground rent over which the Tribunal has no jurisdiction, but which we understand have now been paid.
4. The hearing took place on 13 July 2006. At the hearing the Applicant was represented by Mr Poole, Solicitor, and the Respondent by Mr Kellett, a friend.
5. The Tribunal inspected the property on 13 July 2006 in the presence of the Respondent. The Applicant did not attend the inspection.
6. The property (First Floor Flat, 234 Latimer Road, London, W10 6QY) comprises the upper floor of a converted late Victorian or Edwardian mid-terrace house situated in a cul-de-sac. The ground floor flat in the same building is occupied by another tenant. These two flats together comprise the entire building. The houses on the same side of the street as the subject property are similar to the property with small front gardens. Some light industrial buildings are mixed in with the housing and the opposite side of the street consists of light industrial units. The cul-de-sac end of the street is blocked by a major overpass. Local shops and amenities are close by.
7. We were only able to view the exterior of the property from the road (no access was possible to the rear). The property is brick built with a slate roof and is in a fair condition. The ground floor windows had been replaced but the paintwork on the upper floor windows was in a poor state. The doors to the bin stores needed attention and the front step and front door were shabby.
8. Apart from the main structure the common parts comprise only the ground floor hallway and staircase leading to the upper flat. The entrance to the ground floor flat leads directly from the hallway and the tenant of that flat would not need to use the stairway at all. The hallway and staircase areas

were papered with woodchip and painted. The staircase was covered in lino. The appearance of this area was unwelcoming and dirty.

9. We did inspect the interior of the upper flat which was in reasonable condition. It is not further described here as its interior condition is not relevant to the application.
10. The Respondent said that she challenged the service charges for all the years in question and had repeatedly asked for sight of the relevant receipts and invoices but had not seen them. She had never asked for permission to inspect the documents. She said that the insurance premiums were too high, challenged the cost of electricity and of maintenance and management.
11. She also maintained that the service charge accounts had not been certified but accepted that this had in fact been done now having seen the relevant certification in the Applicant's documents.
12. She also complained that the common parts had not been cleaned and that the dustbin area had not been repaired nor had any maintenance been carried out to the front garden. She had not however been charged for any of these items in the service charge accounts. Neither had she made any allegation of breach of covenant in her defence to the county court action nor in her witness statement to the Tribunal.
13. The Applicant had produced relevant invoices and receipts in their bundle of documents. They said that they had sent this to the Respondent by post. The Respondent said that she had not received the Applicant's bundle prior to the hearing and the Tribunal adjourned for 20 minutes to allow her to read through these documents and to permit the Applicant to read the documents in the bundle produced by the Respondent which she had not sent to the Applicant prior to the hearing.
14. Having seen the Applicant's documents the Respondent conceded that the charges for electricity were reasonable. These charges are therefore payable in full by her.
15. We are satisfied that the Respondent is liable to pay for the challenged items under the terms of her lease.
16. In relation to insurance, the Applicant produced the relevant receipts and vouchers for the insurance premiums. The Respondent said that the premiums were too high and that cover could be obtained cheaper elsewhere. The Respondent did not however produce any evidence of alternative quotations. The Tribunal considered the premiums were on the high side for a property of this type. The policy had been obtained through a broker and the premiums were not outside the normal range payable. In the absence of any evidence as to alternative quotations, and in the expert opinion of the Tribunal, the Tribunal finds these amounts are payable in full by the Respondent.



## 234 LATIMER ROAD, LONDON W10

### Service Charge Determination

Item	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005
Building Insurance	711.95	880.32	1071.20	1203.60	1252.54	1381.49
Communal Electricity	52.10	68.04	66.36	63.95	61.39	56.47
Repairs	181.48	-	173.90	-	-	-
Management	240.00	280.00	280.00	328.00	328.00	328.00
	£ 1185.53	1228.36	1591.46	1595.55	1641.93	1765.96

Total: £9008.79  
50% service @ £4504.40

JG