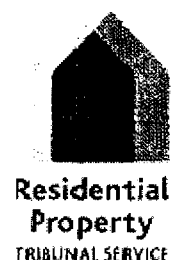


**RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
SOUTHERN RENT ASSESSMENT PANEL  
LEASEHOLD VALUATION TRIBUNAL**



Section 27A Landlord and Tenant Act 1985

Application for a determination of liability to pay service charges

**DECISION AND REASONS**

**Case Number:** CH1/0HH/LIS/2007/0024

**Property:** Flat 5 Harold Court, St. Lukes Road South,  
Torquay, Devon TQ2 5NZ

**Applicant:** Charmleaves Limited

**Landlord**

**Respondent :** R. W. Bolton

**Tenant**

**Date of Application:** 25.06.07

**Date of Hearing:** 22.08.07

**Appearances:** Lucy Hall (Cosy Lettings)  
Sue Harrison (Cosy Lettings)

**In attendance:** Miss Kathy Brewer (clerk)

**Witnesses:** None

**Tribunal Members:** Cindy A. Rai (LLB) Lawyer Chairman  
Tim Dickinson BSc FRICS Valuer Member

**Date of Decision:** 18 September 2007

## **SUMMARY OF DECISION**

At the hearing the Tribunal were told that the Respondent accepted that he was liable to pay the outstanding service charges invoiced by the Landlord for the years ending 30.04.06 and 30.04.07. Therefore in the absence of a need for a determination by the Tribunal it has no jurisdiction to make a decision on the application before it.

## **BACKGROUND**

The Applicant applied to the Tribunal on the 25<sup>th</sup> June 2007 under section 27A of the Landlord & Tenant Act 1985 as amended ("the Act") to determine liability to pay the service charges in respect of Flat 5 Harold Court, St Lukes Road South, Torquay TQ2 5NZ ("the Property") for the years ending 30.04.06 and 30.04.07

## **PROCEDURAL MATTERS**

- 3 Directions were issued by the Tribunal on the 28<sup>th</sup> June 2007 by which it was proposed that the matter be dealt with on the Fast Track the Applicant and was required to supply the specified information within the next 21 days. A target date for a hearing of the 22<sup>nd</sup> August 2007 was set.
  
- 4 The application was heard on the 22<sup>nd</sup> August 2007. Prior to the hearing the Tribunal inspected the building of which the Property formed a part. The Tribunal was not able to gain access to the interior of the Property. It ascertained however from general enquiries that Flat 5 was let to a third party and not occupied by the Respondent. Harold Court is a large detached property set in an elevated position adjoining St Lukes Road South. At some time in the late 1980s it was converted into 8 self contained flats all of which were sold on long residential leases. At the front of the Property and off the road here is a courtyard with allocated

parking spaces. A garage block is accessed separately and direct from the road. At the rear are sloping gardens partly terraced and lawns currently enjoying a sea view on account of the demolition of the property situate below (although it is assumed that this may be rebuilt). To the side and behind the garden is a concreted drying area with washing lines and a garden shed leans against the rear wall of the garage. The upper flats probably enjoy an uninterrupted view of the sea. The Tribunal noted visual evidence of recent maintenance to the roof of the building which reflected expenditure shown in the accounts produced to the Tribunal. The Property is one of the upper flats at the rear of the building.

### **THE HEARING**

4. At the hearing the Chairman asked Miss Hall if she wanted to make any further representations on behalf of the Landlord and in support of the application to the Tribunal. She noted that all the information directed to be supplied to the Tribunal had been supplied and in accordance with the timescale specified. No response or information had been received from the Respondent who had not contacted the Tribunal. Miss Hall explained that she had contacted the Respondent prior to the hearing and he had signed an acknowledgement accepting that he was liable to pay the outstanding service charges. Miss Hall gave the original acknowledgement letter signed by the Respondent to the Tribunal Chairman. It was dated the 22<sup>nd</sup> August 2007
  
- 5 The Chairman stated that she had noted and accepted that the Respondent does not now dispute the application made by the Landlord. In the circumstances it was unnecessary for the Applicant to provide any further information to the Tribunal or for the Tribunal to detain and question her further.

### **THE LAW**

6. The statutory provisions relevant to this application are contained in sections 18, 19 and 27A of the Landlord and Tenant Act.1985. The Tribunal noted that at the time the Application was made the Respondent and indeed subsequently he had not admitted liability to pay the service charges. He only did this on the day of the hearing and in response to a personal approach by the Respondent's agent. By this admission he deprived the Tribunal of the jurisdiction to determine the application before it.

Having considered the provisions of section 27 (4) the Tribunal were satisfied that at the date the application was made the Respondent had not admitted that he was liable to pay the service charge and that therefore the Application before it was appropriate.

It was however perhaps unfortunate that the Respondent had not admitted liability prior to the date set for the Hearing.

## **SUMMARY**

- 7 On the evidence of the Applicant and the admission of the Respondent the Tribunal were deprived of having any jurisdiction under the Act to determine the application before it.

It noted by the Tribunal that it was unfortunate that the Respondent had not admitted liability prior to the date set for the Hearing given that the Applicant's claim was not disputed.

A handwritten signature in black ink, appearing to read 'Cindy A. Rai', written in a cursive style.

**Cindy A. Rai**

**Chairman**

**18 September 2007**