

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

**SOUTHERN RENT ASSESSMENT PANEL AND LEASEHOLD VALUATION
TRIBUNAL**

Case Numbers: CH1/18UE/LSC/2006/0051

Re: 18 and 19 Europa Park Woolacombe Devon EX34 7AN
("the Premises")

Between: Mr and Mrs Kent, Mr A Doughty and Miss H Wigley

Applicants

Mr G Toms

Respondent

Address of Premises

18 and 19 Europa Park
Woolacombe
Devon
EX34 7AN

The Committee Members were

D Sproull LLB (Chairman)
T E Dickinson BSc FRICS
Ms C A Rai LLB

Background

By an Application dated the 13th June 2006 the Applicants applied to the Tribunal to determine the liability to pay, and the reasonableness of, service charges in respect of the Premises. A pre-trial review had been held on the 19th October 2006. The Tribunal inspected the premises before the hearing which took place at the Landmark Theatre Ilfracombe on the 18th January 2007.

Jurisdiction

A question had been raised at the pre-trial review as to whether the Tribunal had jurisdiction on the grounds that the dwellings concerned were not residential but were chalets on a holiday park intended for holiday use. Following the pre-trial review the Respondent had produced a copy of the relevant planning consent which showed that the premises could only be occupied from the 15th March to the 15th January and were referred to as holiday chalets. Mrs Kent on behalf of the Applicants gave evidence that she and her husband occupied her property throughout the year and that the

dictionary definition of a dwellinghouse did not imply that residence had to be permanent. The premises were modern purpose built structures.

Having heard the arguments and having inspected the premises the Tribunal found that it did have jurisdiction.

Evidence

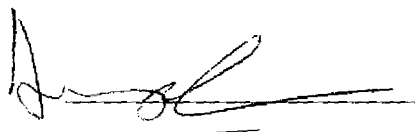
The Applicants had produced a written statement with appendices which the Tribunal and parties had before them and Mrs Kent read out her statement referring to the appendices maintaining that the figure of £1,267.00 for the years 2005 and 2006 was unreasonable. She referred to the budgeted costs which had been produced by the Respondent but in spite of requests had seen no breakdown of costs at all. There had been no consultation as required by the Act and she queried every item of the budgeted costs.

Mr Toms the Respondent gave evidence in person and had put to him by Mrs Kent and the Tribunal the items A to M set out in the budgeted costs schedule. Mr Toms was unable to produce any evidence of the amounts actually spent merely maintaining that he considered that the items charged were "reasonable". He maintained that the items charged nowhere near covered the actual cost of providing the services to the whole park. He did not consider that it was necessary for him to involve himself in any consultation.

Decision

There had been no consultation on either the major or minor items of expenditure and the Tribunal had no evidence before it all as to the actual amounts spent. The Lease made no provision for a contingency fund nor for several of the items listed on the Respondent's budgeted costs. The service charge was defined as the landlord's reasonable costs expenses and outgoings relating to the landlord's covenants which were limited to keeping the park and the roads footpaths and services in good condition and repair and the lawns and grounds properly trimmed and in a neat and tidy condition. In the absence of any proper evidence as to the amount actually spent during the years in question the Tribunal had no choice but to take a broad brush approach and to rely upon its own knowledge and experience. In doing so the decision of the Tribunal was that a reasonable service charge for each property for the year 2005 was £633.00 and for 2006 £650.00

Chairman



Dugald Sproull LLB

Dated

2nd February 2007