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Residential
Property
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
DECISION BY LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL**

Landlord and Tenant Act 1985 S 27A

LON/00AM/LSC/2011/0516

Premises: 24 Walnut Court, Woodmill Road, London E5 9GX
Applicants: Altius One (Hackney) Management Company Limited
Represented by Ms D Gilbert of counsel
Respondent: Mr Amir Hussain Mashkur
Tribunal: Mr J C Avery BSc FRICS
Mr J Francis QPM
Mr Gowman B Sc MCIEH
Date of hearing 14 November 2011

Decision

**The Respondent is liable for the sum of £2,028.77 claimed in court
No order is made under section 20C
The Respondent shall pay £500 towards the costs incurred in the
proceedings by the Applicant**

Preliminary

- A. Clerkenwell and Shoreditch County Court transferred to the Tribunal a dispute relating to unpaid Service Charges and Administration fees totalling £2,028.77, fees excluding fees and costs. The disputed items comprised the interim maintenance charges demanded for the years ended 31 December 2009 and 2010. The court claim also included unpaid ground rents, in respect of which the tribunal lacks jurisdiction.

- B. The application was considered at a hearing commencing at 10.20 am on 14 November 2011. The Applicant was represented by Ms D Gilbert of counsel and evidence was given by Miss S Hart, Property Manager in the Applicant's Residential Management Group Limited (RMG).
- C. The Respondent did not appear and, other than his representations on jurisdiction, had submitted no reply to the Applicant's Statement of Case. His defence in court was taken to be his initial statement of case and this was supplemented by a statement dated 17 October 2011 for a Jurisdiction hearing on 17 October.
- D. The Jurisdiction hearing had determined that the tribunal had jurisdiction to hear the matter, even though the Applicant contended that the proceedings would be an abuse of process, similar issues having been argued by the respondent on behalf of the lessee of No 5 Walnut Court in case No LON/00AN/LSC/2011/0237.
- E. Directions had been issued on 6 September 2011, with which the Applicant had complied.
- F. The total sum of £2,028.77 claimed comprises £1,716.87 maintenance charges and £311.90 Administration fees. The apportionment in the court application was £1,731.82 and £296.95 by reason of the sum of £14.95 having been wrongly included in the maintenance charge instead of the Admin charge.

The Applicant's case

- G. Ms Gilbert explained to the tribunal's satisfaction that the sums claimed had been properly calculated and demanded of the Respondent. Mr Mashkur pays, under the provisions of his lease, 1/129 of most of the costs plus 1/73 of some items attributable to his parking space.
- H. There being no submitted statement by the Respondent, as required by the Directions, addressing the issues raised in the Applicant's statement of case, the tribunal found that the only item of expenditure to which Mr Mashkur specifically objected was the management fee. This was confirmed to be £150 per flat per year.
- I. Ms Gilbert called to give evidence Miss Stacey Hart who has day to day responsibility for the management and maintenance of the part of the estate in which No 24 is located.
- J. Miss Hart explained that she visits the premises frequently and has had to deal with problems of vandalism, the solution to which involved the procurement of a CCTV system. This required RMG to comply with the Service Charges (Consultation Requirements) (England) Regulations 2003 and it had taken many months to go through that process – which had now been concluded. Mr Mashkur had not attended any of the meetings to discuss the project. She denied causing any delays in replying to lessees' concerns.

- K. Miss Hart explained the process with the police and local authority which they had to follow before they could evict tenants whose behaviour was anti social.

The Respondent's case

- L. Mr Mashkur had contended in his defence that the Applicant had failed to manage properly the estate and had let it fall into a poor state of repair, which was adversely affecting the value of his flat. They had provided no services and had ignored the poor security of the car park.
- M. The Applicant's call centre refused to disclose email and other addresses of individual staff members and performed poorly in evicting anti social tenants.
- N. He contended that the management was sub standard, and fees for Dec 2007 to August 2008 should be refunded.

Decision

- O. The Respondent has failed, either in written submissions or in attending the hearing, to substantiate his objection to paying the maintenance charges and administration charges demanded in accordance with his lease.
- P. The tribunal is satisfied, after hearing Miss Hart's evidence, that the Applicant has not incurred expenses which are unreasonable or to an unsatisfactory standard or charged a management fee that is unreasonable. The fees paid for a period outside 2009 and 2010 are outside the jurisdiction of the tribunal in these proceedings.

20C and Costs

- Q. Ms Gilbert said that she had seen no application for an order under section 20C but would oppose any such proposal . **The tribunal makes no order**, on the basis that it has found for the Applicant and the lease enable the landlord to charge for the costs of the proceedings.
- R. Paragraph 10 of Schedule 12 of the Commonhold and Leasehold Reform Act 2002 enables a tribunal to determine that a party who has acted frivolously, vexatiously, abusively disruptively or otherwise unreasonably in connection with the proceedings may be ordered to pay the other party costs incurred by them in an amount not exceeding £500. In view of the Respondent's failure to engage with the other party to the proceedings, failure to comply with Directions or attend the hearing the Tribunal determines that the Respondent has acted unreasonably and **orders that he should pay to the Applicant the sum of £500.**
- S. **The Respondent is liable for the sum of £2,028.77 claimed in court**

ChairmanMr J C Avery B Sc FRICS Date: 14 November 2011