



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **LON/00/00AE/LSC/2014/0301**

Property : **129B Cricklewood Broadway,
London NW2 3JG**

Applicant : **Mr Robert Dingley**

Representative : **NA**

Respondent : **BH Islamic Centre, London NW2
3JG**

Representative : **NA**

Type of Application : **Section 27A Landlord and Tenant
Act 1985 – payability of service
charges**

Tribunal Members : **Miss S McGrath (Chamber
President)
Mrs S Redmond BSc(Econ) MRICS**

**Date and venue of
Hearing** : **10th September 2014
10 Alfred Place, London WC1E 7LR**

Date of Decision : **15th September 2014**

DECISION

DECISION AND REASONS

Decision

1. No service charge costs are payable by Mr Dingley to his landlord B&H Islamic Centre for the service charge years 2007 to 2013.
2. The Tribunal does not have jurisdiction to determine ground rent disputes.

Reasons

1. This was an application by Mr Robert Dingley, who is the lessee of premises at 129B Cricklewood Broadway, London NW2, for the determination of the payability of service charges for the years 2007 to 2013. The application is made under section 27A of the Landlord and Tenant Act 1985.
2. Mr Dingley also sought a determination of his liability to pay ground rent but it was explained to him that the Tribunal has no jurisdiction to deal with this aspect of the matter.
3. The application was received by the Tribunal on 28th May 2014, and following a case management conference on 26th June 2014, directions were given for a hearing to be convened on 10th September 2014. At the hearing Mr Dingley appeared and represented himself. His landlord, the B&H Islamic Centre, London, did not appear and was not represented.
4. Mr Dingley purchased the flat in 2008. It is situate on the second (top) floor of 129 Cricklewood Broadway. There is another residential flat on the first floor. The ground floor is occupied by the B&H Islamic Centre. At the front of the building there is a charity shop for the Centre and at the rear are offices and a hall. Mr Dingley does not now live at 129B which is empty and on the market for sale.
5. At the start of the hearing the Tribunal considered whether it was satisfied that the landlord had been given notice of the hearing. The B&H Islamic Centre is a registered charity. In a letter dated 30th November 2008 to Shield Property Services its registered office is given as 129 Cricklewood Broadway, London NW2 3JG. Since purchasing the property Mr Dingley has had dealings with Fahrudin ef Hamidovic at the Centre.
6. On 4th June 2014, the Tribunal sent a copy of the application to the BH Islamic Centre, c/o Mr Hamidovic at 129 Cricklewood Broadway, NW2 3JG. On 10th June 2014, the Tribunal sent notification of the case management conference and on 30th June 2014 sent a copy of the Tribunal's directions to the same address.
7. Service of notice of Tribunal proceedings is dealt with in rule 16 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013. This provides:

“16(1) Any document to be provided under these Rules, a practice direction or a direction must be –

(a) sent by prepaid post or by document exchange, or delivered by hand to the address specified in paragraph (5)

.....

(5) Subject to paragraph (6), the address for the purposes of paragraph (1)(a) is-

...

(b) in the case of an incorporated company or other body registered in the united Kingdom, the address of the registered or principal office of the company or body or any alternative address notified by that company or body to the Tribunal and all other parties for the purposes of provision of documents;”

8. The Tribunal was satisfied that notice of the hearing had been properly served on the landlord in accordance with rule 16. Mr Dingley visits the property once a week and has had dealings with the Centre and its solicitors in respect of the sale of his flat. Although it appears that at least one letter had been returned with a note saying that Mr Hamidovic was not known at the address, Mr Dingley provided copies of screen shots from the Centre’s web site from July 2014 which showed that the Centre still operated from the address and that Mr Hamidovic was engaged with the charity. Furthermore in correspondence from the Centre’s solicitor in January 2014, a purported statement of service charge arrears identifies the landlord as BH Islamic Centre at the address on Cricklewood Broadway.

9. The Tribunal therefore proceeded to hear the application. Mr Dingley took an assignment of the lease for 129B in May 2008. Under the terms of the lease he is required to pay one third of “the aggregate of the sums comprised in the Annual Maintenance Provision for the whole of the Building for each Maintenance Year”. The annual maintenance provision is to be computed in accordance with the fourth schedule to the lease and the purposes for which the service charge is to be applied are set out in the fifth schedule to the lease.

10. Broadly speaking, under the lease, the landlord is entitled to recover the costs of insuring the building, costs of management, costs of decoration and repair and the costs of other services provided for the benefit of the tenants. There is provision for an estimated service charge to be paid in advance and for an adjustment to be made at the end of each service charge year either as a credit or a debit to the tenant’s account. The landlord is obliged to prepare a service charge account in respect of each year and to supply the tenant with a summary. Each maintenance year runs from 1st January to 31st December.

11. On 28th January, 2014, Grant Argent & Co, solicitors acting on behalf of the BH Islamic Centre wrote to Mr Dingley’s solicitors as part of correspondence relating to the sale of the property. That letter stated “we are enclosing a statement of insurance and service charge arrears totalling £8,993.85”. With that letter were two lists of alleged arrears. The first is described as “BHIC Insurance Arrears”. The list is not on headed notepaper and is simply a list of dates from 2007 to 2013 against which sums of money are identified ranging between £352.00 for 2007 and £384.67 for 2013. The second is headed “Property Tenant Arrears List” and lists arrears of ground rent from 2008

until 2013 and “half year advance service charge” in the sum of £500 for 11 dates at six monthly intervals.

12. There was no evidence before the Tribunal that any services had been provided by the landlord over the past six years. On the contrary, Mr Dingley told the Tribunal that he had personally cleaned the common parts of the building by mopping and vacuuming them in preparation for showing prospective purchasers around. He also described having to climb on to the roof to patch holes with tar because the landlord had failed to carry out repairs despite being requested to do so. On another occasion he was obliged to arrange to have a door in the building replaced after it had been damaged during a police raid of the first floor flat. Although managing agents had been engaged for a short period there was no evidence that they had carried out management functions. Mr Dingley had not been provided with service charge accounts or summaries and had not been invoiced for any service charge costs.

13. So far as insurance is concerned the Tribunal considered that it was very likely that insurance cover had been secured, in particular, since the charity's offices are located in the building. However, no evidence of the policy or of payments made had been produced to support any claim to recover the costs as a service charge. The Tribunal could not therefore be satisfied that any of the sums were payable. Furthermore, the list provided with the landlord's solicitor letter dated 28th January, 2014, specifies costs incurred (with the exception of the last item) more than 18 months before notification. Those costs therefore fall foul of the limitation period set out in section 20B of the Landlord and Tenant Act 1985 and are irrecoverable for that reason also.

14. In conclusion therefore the Tribunal finds that no service charge costs are payable by Mr Dingley to his landlord B&H Islamic Centre.

15. Any appeal against this decision is to the Upper Tier Tribunal (Lands Chamber), however permission to appeal must first be sought from the First-tier Tribunal. There is a form on the Property Chamber website that is available to be used. Any application for permission to be appeal must be in writing and must be received by the First-tier Tribunal within 28 days of the date that this decision is sent to the parties.



Siobhan McGrath

Chamber President

Date: 15th September 2014