

The very misleading summary of my case (LVT/SC/007/120/02)

Source: LVT database of 'Decisions' - (at 7 Oct 2003)

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| No | 992 |
| Tribunal | London |
| Date | 17 June 2003 |
| Address and (Applicant) v (Respondent) | Flats 1-35 Jefferson House, 11 Basil Street London SW3 1AX Steel Services Limited v Ms N K-Dit Rawé |
| Applicant | Landlord |
| Subject | Service charge |
| S20C | |
| S31b | |
| LVT reference No and LEASE comments | LVT/SC/007/120/02 Dispute concerned works that, following delay caused by adjournment requested by Respondent, had risen from £564,467 to "£592,762.68 or £600,904.12 from 30 June 2003 to 30 September 2003." Amongst issue that were raised was whether a number of matters had crossed the threshold from 'repairs' into 'improvements'. A number of adjustments made by Tribunal who referred to the items in a lengthy Scott Schedule annexed to the decision. The sinking fund was the subject of argument as to whether it should only be used for particular works or any major expenditure. Tribunal stated it could not order the fund to be used for the proposed works, but it deal feel that the words of the lease "surely envisages the type of works proposed at the subject property" |

N K-Dit-Rawé

Why did I request an adjournment? Because, **6 times, between 11 August 2002 and 12 January 2003**, I requested a copy of the priced specifications. These included:

- **4 letters to MRJ/CKFT:** 11 August 2002; 16 September 2002; 17 October 2002; 12 January 2003
- **2 letters to the LVT** specifically requesting assistance in obtaining the specification: 22 October 2002; 25 November 2002.
- In addition, I wrote **another two other letters to the LVT**. On **18 December 2002** highlighting the fact that the deadline it had set for MRJ to provide me with the requested information had passed. On **12 January 2003** when I again emphasised I had not received the information – and, at this point requested that the hearing be postponed because of this. (See LVT, MRJ, CKFT and Brian Gale sections on the site)
- **Throughout the 6 month period the Tribunal had a copy of the priced specification** as it had been provided, by Steel Services, with its application to the Tribunal dated **7 August 2002**.
- When, at the **29 October 2002 pre-trial hearing**, residents were clamouring for a copy of the priced specification, the Tribunal did not say anything – and did not do anything. And it claims that its benefit is to "*facilitate the resolution of disputes!*" (Mrs Siobhan McGrath, Head LVT, The Times, 3 October 2004)

N K-Dit-Rawé

How about (based on my surveyor's assessment) the items totalling £144,745.87 for which there were **no/ insufficient specification?** (With VAT and fees = **£188,784**) (US\$333,000)

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Amounting to £129,958.00, or **£169,498** (US\$299,000) with VAT and 11% management fee

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= £142,000 (US\$250,000)

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Given that the LVT signed its report on **17 June 2003**:

- Who has provided this information to the LVT?
- Who in the LVT has entered this information?

N K-Dit-Rawé

Why is it that, contrary to its remit, the LVT has not captured the impact of its determination on the global sum demanded? (see next pages)

When will the LVT produce a factually accurate summary of its decision?

DECISION BY THE RESIDENTIAL PROPERTY TRIBUNAL
SERVICE
ON APPLICATION UNDER SECTION 19(2B) OF THE
LANDLORD AND TENANT ACT 1985, AS AMENDED

Applicant: Steel Services Limited

Respondent: Ms N K-Dit Rawé

Re: Flats 1-35 Jefferson House, 11 Basil Street, London, SW3 1AX.

Application date: 2nd September 2002

Hearing dates: 5th February, 13th and 14th March, and 28th April 2003

Appearances: Mr M Warwick, of Counsel
Ms J Hathaway BSc MRICS, Martin Russell Jones
Mr B Gale MRICS, Brian Gale Associates
Mr M Jones MCI Bsc CNG, Michael Jones Associates
For the Applicant

Mr P Staddon, of Counsel
Mr T Brock MRICS, LSM Partners
Ms K-Dit-Rawé, Flat 3
Ms C Tuplin, Trainee Solicitor, Oliver Fisher
For the Respondent

Members of the Residential Property Tribunal Service:

Mrs J Goulden JP
Mr J Humphrys FRICS
Dr A Fox BSc PhD MCLArb

WHAT??????

Who dictated this to the tribunal - including placing it prominently on the first page?

It writes this in spite of: (1) its findings (2) its subsequent statement (point 64) that I was "within my rights to challenge the application"

It also conveniently overlooks the fact that IT took nearly a year to get to this stage (it received the application early August 2002)

It waited more than two months to inform "some" leaseholders of the application

It ignored non-compliance of its 29 October 2002 directions by Martin Russell Jones and consequently refused my request for a postponement of the 5 February 2003 hearing - not expecting that I would turn-up with an 'army' of advisers - forcing it to schedule subsequent hearings

After the last hearing, it took two months to issue its report

PROPERTY: FLATS 1-35 JEFFERSON HOUSE, 11 BASIL STREET, LONDON, SW3

1. The Tribunal was dealing with an application to determine the reasonableness of a service charge to be incurred under Section 19 (2B) of the Landlord and Tenant Act 1985, as amended (hereinafter called "the Act").

2. The application concerns major works set out in a specification prepared by Brian Gale Associates and priced by Killby & Gayford. Since the Hearing of the application has been delayed, due to the adjournment which had been requested by the Respondent, the price (originally £564,467) has been increased to £592,762.68 or £600,904.12 from 30 June 2003 to 30 September 2003.

HOW COME THAT THE TRIBUNAL MAKES THIS CATEGORICAL STATEMENT?

As can be seen from the following, it signed its report TWO WEEKS PREVIOUSLY on 17 June 2003.

3. The Respondent's lease of Flat 3 Jefferson House (hereinafter called "the lease") is dated 10 March 1986 and is made between Acrepost Limited of the one part and the Respondent of the other part and is for a term terminating on 1 September 2052 at the rents and subject to the conditions therein contained. The tenant's obligations to pay the service charge are contained in Clause 2(2), and the landlord's covenants are contained in Clause 5 of the lease. The landlord's expenses and outgoings and other heads of expenditure of which the tenant is to pay a proportionate part by way of service charge is set out in the Fourth Schedule to the lease.

INSPECTION

4. The Tribunal's inspection of Jefferson House, 11 Basil Street, London SW3 (hereinafter called "the subject property") took place on the morning of 5 February 2003 in the presence of Ms J Hathaway and Mr B Martin, both of Martin Russell Jones, the managing agents, Mr B Gayle and Mr P Moyle, both of Brian Gayle Associates, Chartered Surveyors and Mr A Ladsky, the owner of Flats 34 and 35.


5. The subject property was a six storey, including basement, terrace of converted houses c 1880 in a very busy and heavily parked road in Knightsbridge, opposite a hotel and very close to Harrods. Construction was of brick exterior with a mixture of casement and sash windows. There was a mansard roof on the fifth floor.

6. From the Tribunal's limited external inspection at ground level to the front and rear, the subject property was in a fair state of repair, but appeared to be progressively worse at the third, fourth and fifth floors.

7. There were 35 flats in the building. A small lift served the ground and upper floors. The entrance had an entryphone. There was a day porter.

8. The common parts were carpeted and heated. There were staircases at either end with links between the two on two of the floors. The common parts were tidy, but the decorations and fittings were tired and dated, particularly having regard to the high value of the flats in the building.

respect, the Tribunal has sympathy with the view that the flats need updating in keeping with the quality and value of the subject property and its highly sought after location. The only caveat in this respect is that the Respondent and other tenants could not be forced to contribute in the case of improvements and/or works not determined as reasonable by the Tribunal since, as explained in paragraph 56 above, the Tribunal has no jurisdiction as at the date of the Hearing and this Decision to make a determination on reasonableness of the cost of improvements. Although she is in the minority, the Respondent's legal right to challenge the Applicant's proposal, as she has done, cannot be fettered.

CHAIRMAN 

DATE 17 JUNE 2003

LEASEHOLD VALUATION TRIBUNAL
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Residential
Property
TRIBUNAL SERVICE

CKFT
Solicitors

Your Ref: RLS/BDF/Steel

DX 57567 Hampstead

Our Ref: LVT/SC/007/120/02

Date: 21 July, 2003

Dear Sirs

Landlord and Tenant Act 1985 – Section 19(2B)
Re: Flats 1-35, Jefferson House, 11 Basil Street, SW3

Thank you for your letter of 17 July which has been seen by the Tribunal who have asked me to reply on their behalf.

It is not the duty of the Tribunal to assess the particular contribution payable by any specific tenant but only to determine the reasonableness, or otherwise, of the service charges as a whole to go on the service charge account from which no doubt you can assess the proportion for that particular tenant.

Yours faithfully

Mrs Sheila Sanz
Clerk to the Tribunal