



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

Case reference : **LON/00BE/LBC/2020/0056**
HMCTS Code : **P: PAPERREMOTE**

Property : **25C Gordon Road, London SE15 2AF**

Applicants : **(1) Ms Natalie McCarthy**
(2) Ms Laura McShane
(3) Ms Charlotte Fenton

Representative : **Corker Clifford LLP**

Respondent : **Ms Jacqueline Shea**

Representative : **N/A**

Type of applications : **(1) Application for a determination of liability to pay and reasonableness of service charges**
(2) Determination of an alleged breach of covenant

Tribunal : **Judge Tagliavini**
Mr M Cairns MCIEH

Place and date of hearing : **10 Alfred Place, London WC1E 7LR**
P: PAPERREMOTE
4 May 2021

Date of decision : **4 May 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was **P:PAPERREMOTE**. A face-to-face hearing was not held because it was not practicable, and all issues could be determined in a remote hearing. The tribunal was referred to the applicants' bundle of documents numbered 1 to 135. The order made is described at the end of these reasons.

Summary decision of the tribunal

- (1) The tribunal finds that arrears of service charges in the sum of £4,852.58 are payable by the long leaseholder Ms Jacqueline Shea under the terms of the lease for 25C Gordon Road, London SW15 2AF**
 - (2) The tribunal finds that there has been breaches by the respondent Ms Jacqueline Shea of clause 3(12) and paragraph 2 of Schedule 3 of the lease of 25C Gordon Road, London SW15 2AF.**
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The application

1. The applicants seek the determination of the tribunal in respect of two application made. These are:
 - (i) Arrears of service charges in the sum of £4,852.58 pursuant to section 27A of the Landlord and Tenant Act 1985.
 - (ii) Breaches of covenant pursuant to section 168 of the Commonhold & Leasehold Reform Act 2002 for (a) failing to provide access to the subject premises and (b) invalidating the building's insurance by not complying with the insurers conditions as regards unoccupancy of the subject premises.

Background

2. The respondent is the long lessee of premises situate at 25C Gordon Road, London SE15 2AF ('the Premises') and comprises a flat in a converted house comprising a total of four self-contained flats at 25 Gordon Road, London SW15 2AF ('the Building'). By a sub-lease dated 30 November 1988 made between Wonderville Limited and Jacqueline

Marie Shea, the respondent holds a term of 99 years with effect from 29 September 1988 ('the Lease').

3. The freeholder of the Building is 25 Gordon Road Management Company. The applicants are the head lessees under a lease dated 24 June 2019 granting a term of 999 years with effect from 29 September 1988.

The applicant's evidence

4. The applicants' relied on a signed Statement of Case dated 28 October 2020 which set out a detailed account of the lack of contact made by the respondent with the applicants despite extensive attempts to locate her. These attempts included an in person visit to the respondent's address in Ireland (verified by Land Registry documents) at which the respondent was located. Despite this, no contact has been made by the respondent with the applicants.
5. In the Statement of Case, the applicants detailed the multiple demands for payment of service charges and ground rent for the period 24 June 2020 to 23 December 2020 in the sum of £4852.58 that were sent to the respondent and exhibited these to the bundle of documents provided to the tribunal.
6. In the Statement of Case the applicants detailed the breaches of clause 3(12) of the Lease requiring the respondent to provide access to applicants to the subject property. In the Statement the applicants detailed the multiple requests for access that had been sent to the respondent, all of which went unanswered. Copies of these requests were provided to the tribunal in the hearing bundle.
7. The applicants also alleged that the respondent was in breach of paragraph 2 of Schedule 3 of the Lease requiring the respondent '*Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Premised or any part thereof as may cause an increased premium to be payable in respect thereof.*'
8. The applicants asserted that the respondent had breached paragraph 12, section 3 of the Building's insurance policy in respect of the condition of carrying out internal and external inspections of the Building every 14 days, a log of such inspections to be kept and the repair of any defects found. As a consequence of the Premises having been unoccupied for a period of at least five years, water leaks had occurred and the water supply to the Premises had been turned off, the applicants had lost their right to indemnity or payment for a claim. The applicants provided the tribunal with copies of the Buildings Insurance Policy setting out its terms and conditions.

The respondent's evidence

9. The respondent did not respond to any of the letters or documents sent to her at both the subject premises and at her address in Ireland by the applicants and the tribunal. Therefore, the tribunal made its decision based only on the applicants' documents/hearing bundle.

The tribunal's decision and reasons

10. The tribunal is satisfied that all relevant documents have been sent by post to the respondent at the subject premises and at her address in Ireland and therefore is aware of these two applications.
11. The tribunal finds the evidence provided by the applicants in support of both applications to be both comprehensive and informative. Therefore, in the absence of any objection to these two applications the tribunal finds the following:

Service Charges

12. The tribunal finds that the respondent is liable to pay and has continued to fail to pay service charges for the periods 2018, 2019 and 2020 in the outstanding sum of £4,852.58.

Breach of covenant

13. Further, the tribunal finds that the applicants have made repeated requests for access permitted under the lease of the lease. The tribunal finds that these requests have been received by the respondent and that the respondent has knowingly failed to permit or provide access to the applicants to the Premises and has been and continues to be in breach of clause 3(12) of the said Lease.
14. The tribunal is satisfied that the respondent in breach of paragraph 2 of Schedule 3 of the Lease. The tribunal finds the respondent has left the Premises unoccupied for an extended period of over five years and has knowingly failed to carry out or allow inspections of the Premises to be carried out every 14 days. The tribunal finds that the respondent has also allowed the condition of the premises to deteriorate. Therefore, the tribunal finds that the respondent has knowingly breached the conditions of the Building's insurance set out in paragraph 12, section 3 of the said insurance policy and has breached the paragraph 2 of Schedule 3 of the Lease.

Name: Judge Tagliavini

Dated: 4 May 2021

Rights of appeal from the decision of the tribunal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).