



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

**Case Reference** : **LON/00BK/LSC/2021/0223**

**Property** : **41 Croxley Road**

**Applicant** : **Ravinder Sharma**

**Representative** : **In person**

**Respondent** : **Penelope Dale**

**Representative** : **In person**

**Type of Application** : **Application for a determination under s  
27A Landlord and Tenant Act 1985**

**Tribunal Members** : **Judge Shepherd  
Marina Krisko FRICS**

**Date of Decision** : **October 2021**

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**DECISION**

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1. In this case the Applicant, Ravinder Sharma (“the Applicant”) is seeking a determination pursuant to section 27 a of the Landlord and Tenant Act 1985 as to the reasonableness and payability of service charges he is seeking to recover from the Respondent Ms Penelope Dale (“the Respondent”). In fact, on the day before the case was heard the Respondent had cleared her service charge arrears debt but still sought to challenge the service charges claimed.
2. The service charges in issue were for the years 2015 to date. They relate to the premises at ground floor flat, 41 Croxley Rd, London W9 3HJ (“the premises”). The Applicant is the freehold owner of the premises and the Respondent is the leaseholder.
3. There was a dispute as to whether the Applicant had served documents in relation to his claim on the leaseholder. The Applicant said that he'd serve the documents by hand and also by email. The Respondent denied receipt partly because the email that was being used was defunct. The Tribunal does not intend to go into the detail of this dispute. Suffice to say the Respondent was debarred from taking part in the proceedings by an order of Judge Sheftel on 3 September 2021. This debarring order was lifted at the hearing and the Respondent was allowed to challenge sums claimed.
4. The Respondent challenged the cleaning costs on the basis that she had been cleaning the premises and that therefore she should not be required to pay charges. The Respondent also challenged roof works on the basis that the works included extension works which were only beneficial to the Applicant himself. She also challenged the insurance costs because she was paying for her own insurance. She did not know whether the building was insured. She was paying around £600 per annum for buildings and contents Insurance. She also challenged the management fee on the basis that the property was not being managed in her opinion. The leaseholders were doing the repairs.
5. In response the Applicant said that the roof works costs were valid. He had obtained two estimates and had served a section 20 notice. The cost of the works had included the hiring of scaffolding. Although the scaffolding remained in place for some time it was at a fixed cost. He denied that the works only benefitted him. They had involved the communal roof. The cost of the works were detailed at page 59 to 64 of the bundle.
6. With regard to the management fee the Applicant said he inspected the building for health and safety reasons to check the fire and lift alarms to ensure that the building complies with current regulations and he said that the management fee was reasonable. In relation to the insurance he said that the lease obliges him to insure the whole building and he was therefore entitled to claim the cost from the Respondent. The building was valued at over £1 million. This appeared to be a high

valuation for an end of terrace property. There did not appear to be a heavy claims history.

### **Determination**

7. Taking each item in turn the Tribunal determines the following:

### ***Insurance***

8. The Tribunal considers that although insurance costs were on the high side the Applicant was using a reputable company and confirmed that he did shop around in relation to insurance premiums. The Tribunal does consider that the Applicant needs to obtain an up-to-date building revaluation cost.

### ***Management fee***

9. The Tribunal considers that the management fee is excessive in view of the services provided. Doing the best we can we deduct 20% of the management fee for each year claimed.

### ***Roof repairs***

10. The costs for roof repairs in 2015 - 2016 are recoverable. They appear reasonable and are payable under the lease. Further the Applicant complied with the consultation process. Similarly, the roof works for 2020 are also recoverable for the same reasons.

### ***Budgeted amounts***

11. The budget for the forthcoming year at page 127 is to be amended by taking out the cleaning costs and reducing the management fee by 20%.

### **Summary**

12. The costs recoverable by the Applicant are amended accordingly:

2015: £1299

2016: £16542.26

2017: £1590.35

2018: £1701

2019: 1746.31

2020: £1806.64

2021: £3270

### ***Section 20C***

13. There was no application made by the Respondent and in the event the Applicant was largely successful therefore no order is made in relation to Section 20C Landlord and Tenant Act 1985.

**Judge Shepherd**

**15<sup>th</sup> November 2021**

### **ANNEX - RIGHTS OF APPEAL** Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
3. 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.
4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.