

**Residential Property Tribunal for Wales
Y Tribiwnlys Eiddo Preswyl
Leasehold Valuation Tribunal**

Case Reference: LVT/0002/04/25

Property: Flat 3, 93 Williams Court, Williams St., Ystrad, CF41 7QY

Applicant: Sunil Singh, Woods Estates Ltd

Respondent: Craig Wood

Represented by: Joshua Haran, Barrister

Type of Application: Commonhold and Leasehold Reform Act 2002, s.168(4)

Tribunal Members: Judge Caroline Hunter
Tribunal Member Thomas Daulby
Tribunal Member Susan Hurds

DECISION

Summary Decision

1. The Applicant withdraw the application and agreed that, in line with Landlord and Tenant Act 1985, section 20C, his costs in connection with proceedings before the Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Respondent.
2. The Tribunal awards the Respondent £250 costs under the Housing Act 2004, Schedule 13, para. 12.

Background

3. In June 2017 Marilyn Wood, the mother of the respondent, Craig Wood, purchased the leasehold of Flat 3, 93 Williams Court, Williams St., Ystrad, CF41 7QY (the flat). In her Statement for the Tribunal, she states that she purchased it for her son, Craig Wood, and

she holds the property as a bare trustee. On 17 February 2025 Mrs Wood applied to transfer the title to the Respondent.

4. On 7 February 2025 the Applicant purchased the freehold of the building in which the flat is situated. On 4 February 2025 the Respondent received an invoice from the Applicant for 6 years of service charges (£12,000), service charge for 2025 (£200), 20% Property Maintenance Cost (£875) and Building Insurance 2025 (£285).
5. On 7 April, 2025 the Applicant applied to the Tribunal for a determination under Commonhold and Leasehold Reform Act 2002, s.168(4) that the Respondent was in breach of the lease. Directions were made on 19 June 2025. The Tribunal decided that a hearing was necessary, and this took place digitally on 18 September 2025.
6. On the morning of the hearing the Applicant contacted the Tribunal stating that "There's been lots of communication within the last 3 days from the respondent. They have now decided to give us access to finish the works. I know its very late - however can you share what the outline of the hearing is today please?"

The Hearing

7. In the light of the contact from the Applicant, the Tribunal asked the Applicant if he wished to withdraw his application. He indicated that he did.
8. Under regulation 35(3) and (4) of the Residential Property Tribunal Procedures & Fees (Wales) Regulations 2016, a withdrawal cannot take place with any costs matters being heard.
9. Mr Haran for the Respondent made two applications on costs:
 - a. Under Housing Act 2004, Schedule 13, para. 12;
 - b. Under Landlord and Tenant Act 1985, section 20C.
10. The Applicant agreed to the section 20C application.
11. The Housing Act 2004, Schedule 13, para. 12 allows the Tribunal to make a costs order in four circumstances. Mr Haran pointed to two of these in making an application for the Respondent's costs:
 - a. That the Applicant had failed to comply with an order made by the Tribunal;
 - b. The Applicant acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the proceedings.
12. In terms of the failure to comply with an order, Mr Haran pointed to the Applicant's failure to comply with the 19 June 2025 Directions, in particular the requirement for his statement to include 'full details of the allegations of breach of covenant and or breach of condition in the lease, exhibiting any supporting evidence, letters, photographs or other documents.'

13. The statement of the Applicant did not comply with this direction and the Tribunal were unclear the breaches of the lease that were alleged. There was no supporting evidence.
14. From the evidence before the Tribunal, it is clear that the Applicant was in a difficult position in term of works that were necessary to make the building safe. Further the Respondent did not help in giving access.
15. Although the Tribunal does not consider that the Applicant has acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the proceedings, we are of the view that failure to comply with the Directions has created extra costs for the Respondent (who has had legal representation), making it harder to respond to the allegations and whether they have any foundation. From the hearing it was clear that the main issue was access but that was not specified in the statement. It was also clear from hearing that the Applicant was not aware of the legal requirements set in the lease and in statutory requirements in the Landlord and Tenant Act 1985. His statement alleged failure to pay service charges, but for example there was no evidence of a statement of accounts.
16. Under Housing Act 2004, Schedule 13, para. 12(3) any costs are limited to maximum of £500. Although the Respondent has not been very co-operative in his dealing with the statement of the building, given the failure to follow the Directions we award £250 costs.

Signed:

A handwritten signature in black ink, appearing to read 'Caroline Hunter', with a stylized flourish at the end.

Tribunal Judge Caroline Hunter (**Chair**)

Dated this 23rd day of September 2025