FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BD/LSC/2023/0390**
Property	**:**	**27 Sycamore House, 5 Langdon Park, Teddington, TW11 9PE**
Applicants	**:**	**Sebastien Olive**
Representative	**:**	
Respondents	**:**	**Langdon Park Residents Association Limited**
Representative	**:**	
Type of application	**:**	**Application for a determination of liability to pay and reasonableness of service charges – Section 27A Landlord & Tenant Act 1985**
Tribunal	**:**	**Tribunal Judge J. Shepherd** **Rachael Kershaw BSc**
Date of and venue of Hearings	**:**	**10 Alfred Place, London, WC1E 7LR – 03 June 2024**
Date of Decision	**:**	**29 August 2024**

DECISION

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1. The Applicant is the leaseholder of 27 Sycamore House, 5 Langdon Park, Teddington, TW11 9PE ("The premises") pursuant to a lease dated 19 December 2003.He seeks a determination as to the payability and reasonableness of service charge items covering various service charge years between the years 2014 to 2023. The items in dispute are wide ranging including the costs of the managing agents, gardening, external communal cleaning, arborical work, gardening, CCTV, lift maintenance, refuse, electricity, internal cleaning, pond cleaning and fireproofing the block.

2. The Langdon Park Estate was developed between 2001-2003 by Taylor Woodrow and Wilson Connolly. The Estate is comprised of 32 acres consisting of 188 residential properties set in landscaped grounds. There are five private apartments blocks on the Estate called Birch House, Elm House, Oak House, Sycamore House (which is where the Applicant's flat is situated) and Maple House. There are also two social housing blocks, Willow House and Ash House, which are adjacent to Sycamore House. Willow and Ash Houses are owned by Richmond Churches Housing Trust (now called PAH Housing).

3. The Estate includes landscaped gardens, several hundred trees, and a pond which is located at the rear of Sycamore House. The pond is approximately 30m x 25m in size. The Estate contains a gym, spa, building storage, recycling storage and underground and overground residential parking.

4. The Respondent was incorporated on 29 April 2013 to facilitate the acquisition of the open land, which is used by all of the Estate's residents. The Respondent provides services to the Estate and collects the service charge for the various owners. The Respondent is a private company limited by guarantee and has currently 8 directors on the board who are all unpaid volunteers. All directors of the company are owners of property on the Estate.

The relevant law

5. The law applicable in the present case was limited. It was essentially a challenge to the reasonableness of the costs. There was no challenge in relation to payability under the lease, an alleged failure to consult (save for a limited challenge) or limitation.

6. The Landlord and Tenant Act 1985,s.19 states the following:

> *19.— Limitation of service charges: reasonableness.*
> 1. *Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—*
> a. *only to the extent that they are reasonably incurred, and*
> b. *where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly.*
> 2. *Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.*
> ....

7. The Tribunal's jurisdiction to address the issues in s.19 is contained in s.27A Landlord and Tenant 1985 which states the following:

> *27A Liability to pay service charges: jurisdiction*
> 1. *An application may be made to [the appropriate tribunal]2 for a determination whether a service charge is payable and, if it is, as to—*
> a. *the person by whom it is payable,*
> b. *the person to whom it is payable,*
> c. *the amount which is payable,*
> d. *the date at or by which it is payable, and*
> e. *the manner in which it is payable.*
> 2. *Subsection (1) applies whether or not any payment has been made.*
> 3. *An application may also be made to [the appropriate tribunal]2 for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—*
> a. *the person by whom it would be payable,*
> b. *the person to whom it would be payable,*
> c. *the amount which would be payable,*
> d. *the date at or by which it would be payable, and*
> e. *the manner in which it would be payable.*
> 4. *No application under subsection (1) or (3) may be made in respect of a matter which—*
> a. *has been agreed or admitted by the tenant,*
> b. *has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,*
> c. *has been the subject of determination by a court, or*
> d. *has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.*
> 5. *But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.*

8. At the hearing the Applicant represented himself with some skill and the Respondents were represented by John Beresford of Counsel who gave considerable assistance to the Tribunal.

9. The Applicant was generally dissatisfied with the service he had received as a leaseholder. He said there was a problem with anti-social behaviour on the estate, including drug dealing. The bandstand was a gathering place for youths. He was dissatisfied with the way that the managing agents had dealt with the issue and with their performance in general.

The QLTA issues

10. The Applicant alleged that the Respondents had failed to comply with the consultation requirements in relation to two contracts it entered into with managing agents: The contract with Curchods dated 15 November 2019 and the contracts with Bartholomew. The first was dated 17 July 2023 and the second is dated 1 February 2024.S.20ZA(2) of the LTA 1985 defines a qualifying long term agreement as, subject to s.20ZA(3), an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than 12 months. Neither contract challenged was more than 12 months. The Churchod contract could be terminated within the first 12 months. Accordingly, the consultation requirements did not apply.

The performance issue

11. The managing agents had been changed on several occasions due to dissatisfaction with performance. Peveral were the original agents. They were dispensed with and Marquis were appointed. The Applicant said there was dissatisfaction with their financial management. The service charge was not kept in a separate account. Marquis were retained between 2012 and 2019. Their charges varied from £117.80 plus vat per unit in 2014 to £272 per unit in 2019. The Applicant sought a 50% deduction in Marquis's fees. In 2018 Churchod replaced Marquis as there was dissatisfaction with the former's performance. The Applicant said he was not sure why Marquis had been retained at all.

12. We consider that there is some justification for the criticism of Marquis. Its not clear why they were retained so long if the leaseholders and directors were unhappy with their performance. We allow 75% of Marquis's fees over the period 2014-2019.

Gardening (2014 and 2015)

13. The Applicant challenged estimated figures for these years. Actual figures had been obtained which were reasonable. No deduction is made.

Arborical work

14. There were approximately 400 trees on site. A tree surgeon was employed. We allow the amounts claimed.

Water charges

15. The Applicant said there were no external taps. Mr Beresford said this was not correct and a tap had been installed for gardening purposes. We allow these sums which are reasonable**.**

External cleaning

16. This was for litter picking on the estate, sweeping the grounds cleaning the gym and spa. We consider the sums are reasonable and allow them.

Electricity charges

17. The Applicant sought a 20% deduction in charges. This appears arbitrary and we consider the sums claimed by the Respondent are reasonable. The Respondents should endeavour to share invoices with the Applicant however.

Refuse charges

18. The Respondent accepted that this should have been an estate charge rather than a block charge. In any event we consider it reasonable.

CCTV

19. A camera had been installed on the bandstand to try and combat anti-social behaviour. We consider this to be prudent and the sum claimed (£2703) was reasonable and payable.

Lift maintenance

20. The Applicant complained of a persistent noise from the lifts. Maintenance had not stopped it. The noise took about six years to resolve. We consider that this would have caused considerable nuisance and allow a 25% deduction of all maintenance fees claimed.

Internal cleaning

21. The Applicant said the quality was poor and sought a 25% deduction. Mr Beresford said there was no justification for this deduction. We do not consider that any deduction is appropriate. The cleaning quality was acceptable.

Managing agent's costs (Churchods)

22. The Applicant accepted that Churchod's service was better than Marquis but he still sought a 25% deduction. We don't accept that a deduction is justified.

Building Insurance

23. The premiums were reasonable. The Applicant had not put forward any comparators. We allow the amounts claimed.

CCTV

24. This was the cost of cameras allocated to Sycamore House. There was a problem of anti- social behaviour. The costs are prudent and reasonable.

Pond cleaning

25. The Applicant questioned the need for this work. We consider it reasonable and allow the cost of the works.

Fire proofing works

26. The Applicant challenged the cost on the basis that the works were not required. We disagree and allow the costs in full.

S.20 C

27. The Applicant was generally unsuccessful. We do not allow the application under s.20C Landlord and Tenant Act 1985.

Judge Shepherd

29th August 2024

RIGHTS OF APPEAL

1. 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.

2. 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.

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 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.