FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AY/LSC/2024/0113**
Property	**:**	**Flat 3B, 37 Rosendale Road, London SE21 8DY**
Applicant	**:**	**Mr John Thompson**
Representative	**:**	**Mr Michael Paget, counsel**
Respondent	**:**	**Mr Ghulam Dastgir**
Representative	**:**	**In person**
Type of application	**:**	**Determination of the liability to pay and the reasonableness of service charges, transferred from County Court**
Tribunal members	**:**	**Judge Mark Jones** **Mrs Alison Flynn MRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of hearing	**:**	**08 November 2024**
Date of decision	**:**	**12 January 2025**

DECISION

Decisions of the tribunal

(1) The Tribunal determines that the charges claimed by the Applicant landlord as service charges in respect of Flat 3B, 37 Rosendale Road, London SE21 8DY, for the service charge years 2011 to 2021 are payable by the Respondent tenant in the following sums:

a. 30 September 2011 to 29 September 2012, £419.74;

b. 30 September 2012 to 29 September 2013, £591.71;

c. 30 September 2013 to 29 September 2014, £404.74;

d. 30 September 2014 to 29 September 2015, £466.23;

e. 30 September 2015 to 29 September 2016, £366.99;

f. 30 September 2016 to 29 September 2017, £3,208.22;

g. 30 September 2017 to 29 September 2018, £1,754.10;

h. 30 September 2018 to 29 September 2019, £1,291.93;

i. 30 September 2019 to 29 September 2020, £323.32;

j. 30 September 2020 to 29 September 2021, £326.99;

k. 30 September 2021 to 29 September 2022, £438.56.

(2) The Respondent is accordingly liable to pay to the Applicant the total sum of £9,593.53.

(3) Since the Tribunal has no jurisdiction in relation to ground rent, interest, county court costs and fees, this matter is now transferred back to the County Court at Brentford for final disposal.

The Tribunal's Reasons

The application

1. The Applicant landlord seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("***the 1985 Act***") as to the amount of service charges payable by the Respondent tenant in respect of the service charge years:

1.1 30 September 2011 to 29 September 2012,

1.2 30 September 2012 to 29 September 2013,

1.3 30 September 2013 to 29 September 2014,

1.4 30 September 2014 to 29 September 2015,

1.5 30 September 2015 to 29 September 2016,

1.6 30 September 2016 to 29 September 2017,

1.7 30 September 2017 to 29 September 2018,

1.8 30 September 2018 to 29 September 2019,

1.9 30 September 2019 to 29 September 2020,

1.10 30 September 2020 to 29 September 2021, and

1.11 30 September 2021 to 29 September 2022.

2. Proceedings were originally issued in the County Court at Brentford under Claim No. K5QZ027V, where by Particulars of Claim dated 7 September 2022 the landlord sought arrears of service charges, ground rent and interest for the service charge years 2011 to 2021, in sums totalling £22,830 for rent and service charges, and interest of £10,392.87.

3. The tenant filed a Defence dated 25 August 2023, in which he denied the claim in its entirety.

4. By Order dated 11 January 2024 and drawn on 20 February 2024, Deputy District Judge Ross transferred the proceedings to this Tribunal, to determine the following questions (as defined in §§1(a) to (c) of that Order):

   a) Whether the service charges claimed are payable by the Defendant (who has become the Respondent to proceedings before this Tribunal, and to who we will refer by the latter title);

   b) Whether the service charges claimed are recoverable under the terms of the lease between the parties;

   c) If the service charges claimed are in law payable by the Respondent and recoverable under the lease, whether the service charges are reasonable in amount.

5. Directions were given in the Tribunal on 12 July 2024 by Judge Martyński, who noted that the Tribunal would only deal with the

payability of service and administration charges, whereupon the matter would be transferred back to the County Court.

The Hearing

6. The Applicant, we were informed, resides in South Africa, and did not attend the hearing. He was represented at the hearing by Mr Michael Paget, counsel, and evidence was given by Mr Ola Akintola of Rothschild Estate Property Services, who manages the property on behalf of the landlord, and who (we find) holds a power of attorney from him for such purposes. Mr Akintola had prepared a witness statement prior to the hearing and, albeit that this was unsigned prior to the hearing, we permitted him to do so and to rely upon the evidence contained in it.

7. The Respondent Mr Dastgir attended in person. He had previously alerted the Tribunal to difficulties with his eyesight, and by way of reasonable adjustments to assist him against such difficulties, we permitted him additional time to consider any documents, and also allowed him to be assisted by his brothers Mr Ajmal and Mr Abdul, who both attended the hearing. Indeed, upon Mr Dastgir's request we permitted Mr Ajmal and Mr Abdul to address us in closing submission, each on behalf of their brother the Respondent. Mr Paget raised no objection to this course. While Messrs. Dastgir, Ajmal and Abdul repeatedly interrupted the course of evidence with a variety of outbursts, we take no account of the matter, attributing this to the understandable stress of proceedings, exacerbated no doubt by Mr Dastgir's disability and unrepresented status.

8. Mr Akintola and Mr Dastgir each gave evidence at the hearing, and each was cross-examined. We are grateful to each for their evidence.

Preliminary Matters

9. Albeit that the directions dated 12 July 2024 referred to flats 3A and 3B, 37 Rosendale Road, it was clarified at the commencement of the hearing that the Tribunal proceedings were concerned only with the Respondent's demise at flat 3B, 37 Rosendale Road ("***the Property***").

10. The Tribunal clarified at the outset that it was concerned only with questions as to payability of service and administration charges, and would not consider issues arising as to, *inter alia*, ground rent, interest or costs, which are each questions for the County Court.

11. The Tribunal also noted at the commencement of the hearing that in a previous decision of Tribunal Judge Mohabir concerning the subject property, dated 2 December 2019 (to which we shall return, below), it

was noted by the Judge in §8 that there had been previous proceedings between the parties regarding the recovery of service charge arrears. Mr Paget was good enough to confirm instructions regarding this issue, and after doing so informed the Tribunal that no issue estoppel arises from such proceedings, which proved abortive where issues concerning the terms of the lease were raised, to the extent that the tribunal made no determination that would or may be binding on this Tribunal. We accept that explanation.

Background

12. The building at 37 Rosendale Road which is the subject of this application is a residential building that was (insofar as is relevant for the purposes of these proceedings) converted prior to November 1998 into 3 flats across 3 floors, flats 1, 2 and 3.

13. The Applicant holds the head lease of flat 3 in the building, which was originally granted on 10 November 1988 (*"**Headlease**"*). The Applicant acquired leasehold title to the premises demised by the headlease on 23 December 2003, his title then being registered on 29 September 2004.

14. Subsequently, flat 3 was developed into two flats, Flat 3A and Flat 3B, and more or less identical underleases for terms of 99 years apiece were granted in respect of each of those on 9 June 2008 (*"**Underleases**"*).

15. The Underlease of the Property was assigned to the Respondent on 17 November 2010, and his title was registered on 23 December 2010. We understand that he has never resided in the Property, which is held as an investment. At all material times the Respondent has lived at his own home in Twickenham.

16. The Applicant's claim, in summary, is that but for a sole payment of £75, the Respondent has failed to pay a penny in respect of successive service charge demands he claims to have served in proper form over more than a decade

17. Neither party requested an inspection, and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

The Lease Provisions

The Headlease

18. Albeit that we were informed by Mr Paget that the Applicant now owns a share of the freehold in the building, the Applicant's own covenants

under the Headlease are of relevance in determining the Respondent's liabilities to pay service charges in accordance with the terms of the underlease.

19. By clause 4(c) of the Headlease, the Applicant covenanted to pay to his lessor:

> *"(c) …on demand the following amounts in respect of expenses incurred by the lessors in each to the Thirtieth day of September such demands to be made the Lessors as soon as possible after the Thirtieth day of September in each year…*
>
> *(i) one third of the cost incurred by the Lessors in complying with the covenants hereinafter*
>
> *(ii) one-third of the reasonable cost of managing the Building including the fees of any agent accountant or other professional person engaged for this purpose and including the preparation of annual accounts for the year ended the Thirty first day of March in each year*
>
> *(d) pay to the Lessors the sum of Seventy Five Pounds per annum or such other sum as shall be one-third of the expenses and outgoings incurred by the Lessors in connection with the repair and maintenance and otherwise which the Lessors covenant in clause 5(d) of this Lease…"*

20. Clause 5(d) of the Headlease contains customary provisions for the lessor to maintain the structure, exterior and common parts of the building, service media for provision of water, electricity and gas, and so on. Clause 5(b) imposes upon the lessor the customary duty to insure the building against usual risks.

21. The Applicant's obligation under the Headlease is, therefore, to contribute 1/3rd of his lessor's properly incurred and properly invoiced expenses of complying with such obligations.

The Underlease

22. The Respondent's covenant by way of service and administration charges is contained, first, in clause 4 of the Underlease:

> *"(c) Contribute and pay to the Lessor on demand the following amounts in respect of expenses incurred by the Lessor in each year to the twenty ninth day of September…*

(i) *One-fourth of the cost incurred by the Lessor in complying with the covenants hereinafter contained in Clause 5(b) (d) (e) and (g)*

(ii) *One-fourth of the reasonable costs of managing the Buildiong including the fees of any agent accountant or other professional person engaged for this purpose…*

(d) to pay to the Lessor one fourth of the expenses and out goings incurred by the Lessor in connection with the repair and maintenance and otherwise which the Lessor covenants in clause 5(d) of this Lease to carry out such sum being hereinafter called "the service charge" and being calculated and subject to the terms and provisions hereinafter contained…"

23. Clause 4(d) continues by way of detailed provisions for the provision of certificates for the service charges demanded.

24. Clause 5(b) contains the Lessor's obligation to insure the building, 5(d) contains customary provisions for the lessor to maintain the structure, exterior and common parts of the building, service media for provision of water, electricity and gas, and so on, in terms mirroring the Headlease. 5(e) and (g) are of no direct relevance to these proceedings.

25. The Respondent's obligation is, by these terms:

25.1 To pay to the Applicant one fourth of the total cost incurred by the Applicant in complying with clauses 5(b), (d), (e) and (g) of the Underlease;

25.2 To pay to the Applicant one fourth of the total cost incurred by the Applicant in complying with the maintenance provision of clause 5(d);

25.3 By contrast, to pay to the Applicant one fourth of the reasonable costs of managing the Building, including professional fees incurred for such purpose.

26. We raised this issue with Mr Paget at an early stage in the hearing, where it seemed to us that by the interplay between the Applicant's obligations under his Headlease, viz to pay one third of the Lessor's expenses of maintenance, etc., of the Building, as against the Respondent's obligations under the Underlease, to pay (just) one quarter of the sums expended for such purpose by the Applicant, subject to the discrete question of management charges, there was at least the possibility of a significant shortfall. Mr Paget addressed us in detail, to the effect that Applicant now possessed a share of the freehold of the Building, with concomitant obligations to maintain the whole.

While he contended that any contradictions should be resolved in favour of the paying party, he noted that the Respondent had never been charged ¼ of the costs of maintaining the entire building as (he contended) the Applicant was contractually entitled to do, but had only ever been charged 1/6th. There was, he argued, no contractual shortfall, reminding this Tribunal that we have no power to change the Underlease where the Respondent tenant does not agree.

27. This last point resonated with the proceedings before Tribunal Judge Mohabir to which we have adverted in §11, above. These, under Ref LON/00AY/LVL/2018/0013 concerned the Applicant's application dated 23 November 2018 to vary the service charge provisions in the Underleases, where it was apparently asserted that the provisions in issue allowed for the over-recovery of service charge contributions from, *inter alia,* the Respondent. That application was dismissed in circumstances where it appears that the Respondent objected to the variation, on the basis that if the Underlease permitted over-recovery from him, then so be it. Accordingly, it appears, the statutory test under s.35(2)(f) Landlord and Tenant Act 1987 was not met.

28. We have considered that decision very carefully, and conclude that it contains no detailed examination of the terms of the Underlease, being based upon information apparently provided to the Tribunal regarding its terms, as opposed to scrutiny thereof. It accordingly contains no binding determination as to the meaning of the Underlease's terms, meaning and effect, and certainly nothing binding upon this Tribunal, which must interpret the documents before us as we find them to be, not as they appear to have been represented to (and accepted by) Judge Mohabir some 5 years ago.

29. The general approach to the construction of documents, including leases, is well settled. We have directed ourselves in accordance with the observations of Lord Neuberger in ***Arnold v. Britton*** **[2015] AC 1619 at [15]**:

"When interpreting a written contract, the court is concerned to identify the intention of the parties by reference to "what a reasonable person having all the background knowledge which would have been available to the parties would have understood them to be using the language in the contract to mean", to quote Lord Hoffmann in Chartbrook Ltd v Persimmon Homes Ltd [2009] A.C. 1101, para 14. And it does so by focusing on the meaning of the relevant words, in this case clause 3(2) of each of the 25 leases, in their documentary, factual and commercial context. That meaning has to be assessed in the light of (i) the natural and ordinary meaning of the clause, (ii) any other relevant provisions of the lease, (iii) the overall purpose of the clause and the lease, (iv) the facts and circumstances known or assumed by the parties at the time that the document was executed,

and (v) commercial common sense, but (vi) disregarding subjective evidence of any party's intentions."

30. The Tribunal has also considered, in particular, paragraphs [16] to [23] of ***Arnold v Britton***, ***Wood v. Capita Insurance Services*** **[2017] UKSC 24 at [10]to [13]** and ***Rainy Sky SA v. Kookmin Bank*** **[2011] 1 WLR 2900**.

31. Having considered these matters in detail, we conclude that the Respondent's contractual obligations pursuant to the terms of the Underlease as drafted are:

    31.1 To pay to the Applicant one fourth of the total cost incurred by the Applicant in complying with clauses 5(b), (d), (e) and (g) of the Underlease;

    31.2 In particular, to pay to the Applicant one fourth of the total cost incurred by the Applicant in complying with the maintenance provision of clause 5(d);

    31.3 By contrast, to pay to the Applicant one fourth of the reasonable costs of managing the Building, including professional fees incurred for such purpose.

32. It is on this basis the remainder of this Decision is predicated.

The Scope of the Tribunal's Jurisdiction on the Application

33. The Tribunal is asked to determine the reasonableness under s.19 of the 1985 Act, and liability to pay under section 27A of the 1985 Act of service and administration charges for the years 30 September 2011 to 29 September 2022.

34. The Tribunal has considered whether individual service charge costs were reasonably incurred, or services provided to a reasonable standard under section 19 of the 1985 Act. It also has power to determine whether sums are payable under section 27A of the 1985 Act, whether under the terms of the Underlease or by another law.

35. In response to a submission made with some vehemence by Mr Abdul, the Respondent's brother, to the effect that the Tribunal is not entitled to consider the reasonableness of the service charges claimed, we made it plain at the hearing and repeat that whether individual service charge costs were reasonably incurred, or services provided to a reasonable standard are a *sine qua non* of the Tribunal's function in determining payability of service charges. This was expressly noted in §1(c) of Deputy District Judge Ross's order transferring the matter, and we do

not hold that the absence of the word '*reasonableness*' (or some relation thereto) in §D of the *"Background"* section of Judge Martyński's directions order of 12 July 2024 in any way restricts our obligation to consider reasonableness as an element of payability, noting both the repeating of the word in §C of the *"Background"* section that order, and the central character of *"reasonableness"* in s.19 of the 1985 Act.

The Law

36. The text of the 1985 Act may be viewed at:

https://www.legislation.gov.uk/ukpga/1985/70/contents

37. Section 18 of the 1985 Act defines *"service charges"* and *"relevant costs"*:

> *(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—*
>
> *(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and*
>
> *(b) the whole or part of which varies or may vary according to the relevant costs.*
>
> *(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.*
>
> *(3) For this purpose—*
>
> *(a) "costs" includes overheads, and*
>
> *(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.*

38. S.19 of the 1985 Act deals with limitation of service charges:

> *(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.

39. S.27A of the 1985 Act addresses questions of liability to pay service charges:

(1) An application may be made to the appropriate tribunal 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.

The Issues

40. By his witness statement, Mr Dastgir denied receiving *any* valid service charge demands from 2011. Further, for larger works in and around 2016-2017, he denied receiving any valid consultation notices in accordance with s.20 of the 1985 Act. He disputed the works and expenses allegedly represented by the service charge demands and, in summary, asserted himself to owe nothing.

41. Mr Akintola claimed that all demands had been properly served, at the Property prior to 2017, in reliance (as explained by Mr Paget) upon s.196 Law of Property Act 1925, and thereafter to the Respondent's home address in Twickenham, after the latter had requested that

correspondence be directed there. He asserted that proper consultation had been engaged in, where necessary.

42. Mr Paget clarified that an issue had been identified, where the sum of £1,960.74 for decorative works had appeared in successive demands in 2016 (as an estimated cost) and 2018 (as an incurred cost), so that the former should be excised as a (mere) estimate, to avoid any element of double counting.

Evidence – Overview

43. Much of the evidence was documentary. Insofar as challenges were made to the oral evidence of Mr Akintola, on the one hand, and Mr Dastgir, on the other, we prefer the evidence of Mr Akintola. We found him to be credible, factually consistent, and prepared to assist the Tribunal in relation to issues of contention. In particular, we accept his evidence as to service of notices at the addresses and on or about the dates specified.

44. We accept Mr Akintola's evidence that his firm, Rothschild Estate Management, covers the day-to-day expenses of managing the building, and seeks reimbursement from leaseholders, by virtue of a written contract for such services dated 31 March 2008.

45. By contrast, where there is a factual clash with the evidence of Mr Dastgir, we reject his evidence. We found him unconvincing, particularly in relation to the issue of receipt of notices where his evidence shifted from a denial of receipt of *anything*, as set out in his witness statement, to grudging acceptance that he had received some (but not all) of the post-2018 notices relied upon by the Applicant. His evidence as to precisely what he had, or had not received was, regrettably, unpersuasive.

46. Where the Respondent disputes that works were done to justify the sums claimed in the notices relied upon, we note that his firm evidence was that he does not visit the Property, and has met Mr Akintola there a grand total of once. The fact that he has paid (only) £75 in over a decade, and nothing by way of ground rent in that period reflects poorly upon him, and we find that his attitude to the proceedings was essentially to dispute absolutely everything claimed by his landlord, rather than to provide evidence helpful to this Tribunal in the assessments it must make.

47. Something of the Respondent's attitude to the proceedings can perhaps be discerned from his admission in the course of giving oral evidence that, while he had received the hearing bundle prepared by the Applicant's representatives, he had not bothered to open it. While this is irrelevant to issues of reasonableness and payability of service

charges, we do consider this symptomatic of what we do find to be the Respondent's dismissive attitude to correspondence that he would prefer not to receive, including notices seeking payment of service charges.

Analysis – Service of notices

48. The Underlease contains no specific provision for the service of notices affecting the Property at any particular address, whether at the Property or otherwise.

49. As summarised above, for notices served until 2017 (which we expressly find were served at the Property on or about the dates specified in them) the Applicant relies upon s.196 of the Law of Property Act 1925, which provides, in part:

> ***"196 Regulations respecting notices.***
>
> *"(1) Any notice required or authorised to be served or given by this Act shall be in writing.*
>
> *"(2) Any notice required or authorised by this Act to be served on a lessee or mortgagor shall be sufficient, although only addressed to the lessee or mortgagor by that designation, without his name, or generally to the persons interested, without any name, and notwithstanding that any person to be affected by the notice is absent, under disability, unborn, or unascertained.*
>
> *"(3) Any notice required or authorised by this Act to be served shall be sufficiently served if it is left at the last-known place of abode or business in the United Kingdom of the lessee, lessor, mortgagee, mortgagor, or other person to be served, or,* ***in case of a notice required or authorised to be served on a lessee*** *or mortgagor,* ***is affixed or left for him on the land or any house or building comprised in the lease*** *or mortgage, or, in case of a mining lease, is left for the lessee at the office or counting-house of the mine.*
>
> *"(4) Any notice required or authorised by this Act to be served shall also be sufficiently served, if it is sent by post in a registered letter addressed to the lessee, lessor, mortgagee, mortgagor, or other person to be served, by name, at the aforesaid place of abode or business, office, or counting-house, and if that letter is not returned by the postal operator (within the meaning of Part 3 of the Postal Services Act 2011) concerned undelivered; and that service shall be deemed to be made at the time at which the registered letter would in the ordinary course be delivered."* (emphasis added)

50. While Mr Dastgir's registered address noted in the Proprietorship Register for his leasehold title, TGL310434 is his home address in Twickenham, we have seen no evidence that he required his landlord to

send notices to him at that address, prior to a verbal discussion relating to proceedings between the parties in 2017, after which the Applicant's agent complied with the Respondent's request to send notices to The Twickenham address. The Respondent suggested that the Applicant's agent had an email address for his brother from shortly after the transfer of the Property to himself, but in our view it was entirely reasonable to serve notices at the Property (and, indeed, provision to a third party by email is unlikely to have satisfied the Applicant's obligations to deliver paper copies of notices).

51. The Tribunal concludes that it was reasonable for the Applicant to have sent notices to the Property, and we are satisfied both that those were served (as we have found) and that subsequent notices were each delivered to the Respondent. Indeed, we have seen evidence in the form of a series of certificates of posting confirming despatch of a variety of notices in more recent years, some of which Mr Dastgir (now) admits receipt of, and some of which he does not.

52. As to major works, for which consultation was of course required under s.20 of the 1985 Act, we have seen copies of consultation notices dated 1 February and 1 April 2016 in relation to proposed works to the exterior masonry of the building within which the Property is situated, and accept the evidence of Mr Akintola that these were served at the Property, with additional copies pasted to the front door, photographic evidence of which was in the bundle.

53. In response to questions from the Tribunal, Mr Akintola was able to show us his file copies of service charge demands, which contained on the reverse of each document a summary of the rights and obligations of tenants in relation to service charges, in compliance with s.21B of the 1985 Act.

Service Charge Demand Dated 31 December 2011 (bundle p.86)

54. The total annual insurance premium for the building was £1,256.84 [bundle p.151]. The Applicant's obligation under his headlease was to pay one third of that, or £418.95. In turn, the Respondent's obligation under the Underlease, as we have determined, was to pay one quarter of the sum expended by the Applicant, being £104.74, or 1/12th of the total premium. We substitute this sum as payable, as against the sum of £200.96 claimed in the demand.

55. We decline to allow as reasonable the sum of £120 claimed in the demand as front garden maintenance. In oral evidence Mr Akintola asserted that this related to clearance of various articles of trash left by former tenants of the Respondent, but upon examination we were far

from satisfied on a balance of probabilities that the articles removed could properly be attributed to any default on the part of the Respondent or his tenants, as opposed to other occupiers of the building or indeed passers-by, and in the absence of such satisfaction we cannot conclude that this sum is properly chargeable to the Respondent.

56. Insofar as the demand includes a charge of £100 for cleaning the hallway within the building, Mr Akintola's evidence was that this formed part of a larger sum of which the Applicant's share was £260 paid in cash to a third-party contractor, for which there was no invoice. We reject the Respondent's assertions that such cleaning was not carried out, where on his own admission he was never at the Property to inspect. We are prepared to accept that the expenditure was incurred, while deploring the lack of a paper trail, but hold that the Respondent's liability should be limited to one quarter of the Applicant's own expenditure, being £65.00.

57. As to the charge of £500 for management, we note that by §33 of the management agreement dated 31 March 2008, Rothschild Estates charges, and the Applicant agreed to pay, not less than £500 per flat per annum for management services. Applied to the Applicant's two flats, 3A and 3B, his total liability is, therefore, for £1,000 per annum for management.

58. The Respondent's liability is to pay to the Applicant one quarter of the expenses incurred in management fees, or £250 per annum. We hold that figure to be reasonable, making no finding as to whether the larger sum claimed of £500 would or would not be, and substitute for the sum of £500 demanded that sum of £250 as reasonable, and payable.

59. Stressing again that we make no finding in relation to the issue of ground rent, we find the sums payable by the Respondent in respect of the service charge year 30 September 2011 to 29 September 2012 to be:

	£
Building Insurance contribution	104.74
Hallway cleaning	65.00
Management	250.00
Total:	419.74

Service Charge Demand Dated 31 December 2012 (p.85)

60. Adopting the same methodology, *mutatis mutandis*, we find the Respondent's liability to contribute to the building insurance premium totalling £1,277.52 to be £106.46.

61. For painting and decorating the hallway, we find a reasonable sum payable to be £235.25, and substitute this for the sum demanded, of £470.50.

62. For management charges in this and subsequent years, adopting the methodology explained above, we find £250 to be reasonable and payable.

63. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2012 to 29 September 2013 to be:

	£
Building Insurance contribution	106.46
Hallway decoration	235.25
Management	250.00
Total:	591.71

Service Charge Demand Dated 31 December 2013 (p.84)

64. Once more adopting the same methodology, *mutatis mutandis*, we find the Respondent's liability to contribute to the building insurance premium totalling £1,268.88 to be £105.74.

65. We disallow the charge of £102.50 for front garden maintenance, again holding that the evidence falls far short of establishing that clearance of the front yard area was necessary in consequence of any act or default on the part of the Respondent or his tenants.

66. For hallway cleaning we determine the Respondent's contribution to be 50% of the sum claimed, in the sum of £50.

67. For management charges we find £250 to be reasonable and payable.

68. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2013 to 29 September 2014 to be:

	£
Building Insurance contribution	105.74
Hallway cleaning	50.00
Management	250.00
Total:	405.74

Service Charge Demand Dated 31 December 2014 (p.83)

69. We find the Respondent's liability to contribute to the building insurance premium totalling £803.52 to be £66.88.

70. We understand the demand for payment of £198.70 for installation of a meter cupboard to be based on a notional 1/6th share of the total costs incurred. For the reasons explained above, we find that the Respondent's liability is to contribute 1/12th of the sums incurred, £99.35, which we find to be reasonable .

71. For hallway cleaning we determine the Respondent's contribution to be 50% of the sum claimed, in the sum of £50.

72. For management charges we find £250 to be reasonable and payable.

73. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2014 to 29 September 2015 to be:

	£
Building Insurance contribution	66.88
Installation of meter cupboard	99.35
Hallway cleaning	50.00
Management	250.00
Total:	466.23

Service Charge Demand Dated 31 December 2015 (p.82)

74. We find the Respondent's liability to contribute to the building insurance premium totalling £803.84 to be £66.99.

75. We again disallow the sum demanded of £120 for front garden maintenance, where the state of the evidence is analogous to this issue in previous years.

76. For hallway cleaning we determine the Respondent's contribution to be 50% of the sum claimed, in the sum of £50.

77. For management charges we find £250 to be reasonable and payable.

78. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2015 to 29 September 2016 to be:

	£
Building Insurance contribution	66.99
Hallway cleaning	50.00
Management	250.00
Total:	366.99

Service Charge Demand Dated 31 December 2016 (p.81)

79. We find the Respondent's liability to contribute to the building insurance premium totalling £810.16 to be £67.51.

80. As to the sum of £5,781 claimed in respect of structural works, we have determined that the appropriate consultation notices were served, albeit not responded to by the Respondent. We are satisfied that the works were done, to a reasonable standard, that their undertaking was indeed reasonably necessary, and that the total sums incurred were themselves reasonable. We therefore allow them in principle, subject once more to the arithmetical adjustments necessary where the Respondent has been charged one sixth of the total, while we have found his liability to extend to just one twelfth. We therefore substitute for the sum claimed the sum of £2,890.71.

81. We were informed by Mr Paget that the sum of £1,960.74 demanded for decorating and carpeting the hallway, should be disallowed as the product of double counting, where it is repeated in the 31 December 2018 demand. We therefore find that this item is not payable in its entirety.

82. For management charges we find £250 to be reasonable and payable.

83. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2016 to 29 September 2017 to be:

	£
Building Insurance contribution	67.51
Structural works	2,890.71
Management	250.00
Total:	3,208.22

Service Charge Demand Dated 31 December 2017 (p.80)

84. We find the Respondent's liability to contribute to the building insurance premium totalling £708.28 to be £59.02.

85. As to the sum of £2,890.16 claimed in respect of structural works, we have determined that the appropriate consultation notices were served, albeit not responded to by the Respondent. We are satisfied that the works were done, to a reasonable standard, that their undertaking was indeed reasonably necessary, and that the total sums incurred were themselves reasonable. We therefore allow them in principle, subject once more to the arithmetical adjustments necessary where the Respondent has been charged one sixth of the total, while we have found his liability to extend to just one twelfth. We therefore substitute for the sum claimed the sum of £1,445.08.

86. For management charges we find £250 to be reasonable and payable.

87. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2017 to 29 September 2018 to be:

£

Building Insurance contribution		59.02
Structural works		1,445.08
Management		250.00
	Total:	1,754.10

Service Charge Demand Dated 31 December 2018 (p.79)

88. We find the Respondent's liability to contribute to the building insurance premium totalling £738.76 to be £61.56.

89. As to the sum of £1,960.74 demanded for decorating and carpeting the hallway and electrical works, we substitute as reasonable and payable the sum of £980.37.

90. For management charges we find £250 to be reasonable and payable.

91. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2018 to 29 September 2019 to be:

		£
Building Insurance contribution		61.56
Structural works		980.37
Management		250.00
	Total:	1,291.93

Service Charge Demand Dated 31 December 2019 (p.78)

92. We find the Respondent's liability to contribute to the building insurance premium totalling £879.87 to be £73.32.

93. For management charges we find £250 to be reasonable and payable.

94. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2019 to 29 September 2020 to be:

	£
Building Insurance contribution	73.32
Management	250.00
Total:	323.32

Service Charge Demand Dated 31 December 2020 (p.77)

95. We find the Respondent's liability to contribute to the building insurance premium totalling £923.86 to be £76.99.

96. For management charges we find £250 to be reasonable and payable.

97. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2020 to 29 September 2021 to be:

	£
Building Insurance contribution	76.99
Management	250.00
Total:	326.99

Service Charge Demand Dated 31 December 2021 (p.76)

98. We find the Respondent's liability to contribute to the building insurance premium totalling £1,179.77 to be £98.31.

99. Mr Akintola confirmed that the claim of £180.50 for drainage repairs was based upon 1/6th of the total sums incurred. For the reasons explained above, we substitute for this figure the sum of £90.25 based upon a contractual liability to contribute 1/12th.

100. For management charges we find £250 to be reasonable and payable.

101. We therefore find the sums payable by the Respondent in respect of the service charge year 30 September 2021 to 29 September 2022 to be:

		£
Building Insurance contribution		98.31
Drainage repairs		90.25
Management		250.00
	Total:	438.56

Summary and Conclusion

102. For the above reasons, the Respondent is liable to pay to the Applicant the total sum of £9,593.53.

103. The Tribunal has no jurisdiction in relation to ground rent, interest, or county court costs. This matter should now be returned to the County Court at Brentford for final disposal.

Name: Judge Mark Jones **Date:** 12 January 2025

Rights of appeal

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).