



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

**Case reference** : **LON/00AG/LSC/2024/0214**

**Property** : **Flat C, 26 Castle Road, London NW1 8PP**

**Applicant** : **Ms Jamila Ayech and Ms Linda Antonson**

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

**Respondent** : **London Borough of Camden**

**Representative** : **Ms Edmonds of counsel**

**Type of application** : **For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**

**Tribunal members** : **Judge H Carr**  
**Mr J Naylor FRICS FIRPM**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of decision** : **14<sup>th</sup> April 2025**

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**DECISION**

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### **Decisions of the tribunal**

- (1) The tribunal determines that the service charges demanded for the block are payable by the Applicants in respect of the years in dispute.
- (2) The tribunal determines that the service charges demanded for the Estate are not payable by the Applicants in respect of the years in dispute other than the charges for the mobile security patrol.
- (3) The tribunal makes the determinations as set out under the various headings in this Decision
- (4) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.

### **The application**

1. The Applicant 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 Applicant in respect of the service charge years 2021/22 to 2023/24 and for estimated charges for 2024/2025.

### **The hearing**

2. The Applicants were represented by Ms Ayech who appeared in person. The Respondent was represented by Ms Edmonds of Counsel.
3. The directions dated 7<sup>th</sup> June 2024 listed the matter for a face to face hearing. However, due to Ms Ayech's pregnancy the matter was relisted as a video hearing. This was to enable Ms Ayech to fully participate in the proceedings. The Respondent raised no objections.
4. Immediately prior to the hearing Counsel for the Respondent asked for the exhibit attached to the witness statement made by Selina Ryan-Denton on behalf of the Respondent to be included in the bundle. This had been provided to the Applicant. The Applicant had refused to include the document although her reasons for refusal were not clear.
5. The Applicant explained that the document was a generic document which led to the bundle being too large to send by email. She also denied that she had received this document previously and therefore did not consider it relevant.
6. The start of the hearing was delayed for a brief period while the tribunal considered the application.

7. The tribunal determined to allow the document in. There was no prejudice to the Applicant as she was fully aware of its contents and indeed there was no reason why it should not have been included in the original bundle.
8. At the close of the hearing the tribunal was concerned that the Respondent, despite giving credible evidence that services had been received, had provided very limited documentation in support. It therefore directed that the Respondent provide any further documentation relating to the reasonableness and payability of the items in dispute to the Applicants by Friday 24<sup>th</sup> January 2025. The tribunal provided the Applicants with a period until 7<sup>th</sup> February 2025 in order to reply.

### **The background**

9. The property which is the subject of this application is a two bedroomed first floor flat in a purpose-built block comprising 6 flats.
10. Photographs of the building were provided in the hearing bundle. 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.
11. Ms Antonson of the Applicants acquired the property on a long leasehold in 2021. That lease requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. Whilst the lease provided to the tribunal showed only Mrs Antonson as the leaseholder, Ms Ayech gave evidence that in fact the Applicants jointly hold the long lease of the property. The arrangement between the parties is that Ms Ayech is responsible for the service charges to the property.
12. The Respondent raised no objection to the application on the basis of joint applicants and nor did it object to Ms Ayech representing the Applicants.
13. The specific provisions of the lease which are referred to in argument are as follows:

(i) The Block is defined with the lease as:-

The building or part of the building in which the Flat is situated together with any other building or buildings on the Estate which are physically linked for the purpose of the provision of services

(ii) The Estate is defined within the lease as:-

The property known as 26 Castle Road Estate and shown edged with heavy black line on Plan 2 together with all buildings thereon and thereover and including the Common Parts.

(iii) The Service Charge is defined in the lease as:-

All those reasonable costs overheads and expenses and outgoings incurred or to be incurred by the Landlord in connection with

- (a) The management and maintenance of the Estate
- (b) The carrying out of the Landlords obligations and duties and providing all such services as are required or appropriate to be provide by the Landlord under the terms of the Lease and
- (c) The repair and maintenance, renewal decoration insurance
- (d) and management of the block  
Including all such matters set out in the Fifthe Schedule

(iv) The Service Cost is defined in the lease as:-

The amount payable by the Tenant being the Specified Proportion of the Service Charge

(v) Schedule 5 provides as follows:

#### Paragraph 1

The expenses of maintaining repairing redecorating and renewing(or replacing as appropriate) amending cleaning repointing painting graining varnishing whitening or colouring the Block and all parts thereof including the glass in all windows(other than the interior surface of the windows of the Flat) and window frames and all the appurtenances apparatus and other things thereto belonging including those items described in clauses 4.2 and 4.3.

#### Paragraph 2

The cost of periodically inspecting maintaining overhaling repairing and where necessary replacing the whole of the heating and domestic hot water systems and gas electricity and water pipes and cables serving the Block and the lifts life shafts and machinery therein (if any)

### Paragraph 3

The cost (if any) of the gas oil or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Estate and the electric current for operating the passenger lifts

### Paragraph 5

The cost of employing maintaining and providing accommodation on the Estate for a caretaker or caretakers (including the provision of uniforms tools equipment and boiler suits)

### Paragraph 7

All charges assessments and other outgoings (if any) payable by the Landlord in respect of all parts of the Estate (other than income tax)

### Paragraph 9

The cost of the expense of making repairing maintaining rebuilding cleansing and lighting all ways roads pavements sewers drains pipes watercourse party walls party structures party fence walls or other conveniences which may belong to or be used for the Estate in common with other estates near or adjoining thereto

### Paragraph 10

The cost of installing maintaining repairing and renewing any television and radio receiving aerials answer entry-phones fire alarms systems telephone relay systems buzzer systems CCTV and other improvements reasonably considered appropriate or necessary and used or capable of being used by the Tenant in common as aforesaid

### Paragraph 11

The upkeep of the gardens forecourts roadways pathways (if any) used in connection with the Estate or adjoining or adjacent thereto

### Paragraph 13

The Landlord's reasonable management and administrative charges in a sum fairly representing the Tenant's proportion of the actual costs to the Landlord in managing and administering the totality of its leasehold portfolio ...

### **The issues**

14. At the start of the hearing the parties identified the relevant issues for determination as follows:
  - (i) The payability and/or reasonableness of service charges for 2021/22, 2022/23 and 2023/24 and estimated service charges for 2024/25 relating to
    - a. TV aerial charges
    - b. Caretaking services for the block
    - c. Caretaking services for the estate
    - d. Door entry system charges for the block
    - e. Electricity charges for the block
    - f. Grounds and tree maintenance
    - g. Insurance premium
    - h. Lighting maintenance for the block
    - i. Management costs
    - j. Mobile patrol costs
    - k. Repairs to block
    - l. Switch maintenance
    - m. Accounting and audit charges
  - (ii) Whether the tribunal should make an order under section 20C of the 1985 Act.
15. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues. These determinations are set out below.
16. The Applicants have not provided a statement of case but have completed a Scott Schedule which forms the basis of the tribunal's determination, together with other documentation. The Scott Schedule shows that the Applicants do not accept that any service charges are

payable. During the proceedings, the Applicants accepted that the insurance charges are payable and reasonable.

17. The Respondent makes some general submissions about the application as follows:

- (i) The application is misconceived. One main objection that the Applicants raise is that charges are the landlord's responsibility. However these are items that are recoverable as service charge costs under the terms of the lease.
- (ii) The Applicants appear to misunderstand what various of the service charge items are for, despite having been provided with the service charge guide
- (iii) The Applicants arguments are inconsistent and contradictory.

**TV IRS & Aerial - block charge – 2021/2022 £1.72, 2022/23 £6.49, 2023/24 £7.83 Estimated charges for 2024-25 £8.04**

18. The Applicants challenge the charge for the TV and IRS Aerial. Ms Ayech says that there was no roof aerial when Ms Antonson became a council tenant in 2008 and that the tenant of Flat A and Ms Antonson together paid personally for an aerial to be installed.

19. The Applicant is unaware of any maintenance to the aerial.

20. The respondent says that there is an outside TV IRS & Aerial on the roof of the building that serves all the flats in the building. The Respondent says that whether the Applicants have installed their own aerial or not, they remain liable for the costs under Schedule 5, paragraph 10 of the lease. That aerial is regularly maintained.

21. The Applicants responded by asking when the aerial was installed and what maintenance had been carried out.

22. The Respondent referred the Applicants to the service charge guidance and say that the Applicants are wrong to dispute the presence of an aerial. Whether or not it is visible from the exterior of the Block, the Service Charge Guide explains that the Respondent took the decision to instal an IRS in its various properties.

23. The further documents provided after the hearing confirmed that there are IRS/Aerials in the block which were installed in 2012. They also show that there was a maintenance contract for the IRS/Aerial.

24. The Applicants, in their further response after the service of the additional documentation repeat their original argument and do not accept that ongoing charges are payable.

### **The tribunal's decision**

25. The tribunal determines that the amount demanded in respect of the TV IRS & Aerial block charges (2021/2022 £1.72, 2022/23 £6.49, 2023/24 £7.83 and estimated charges for 2024-25 £8.04) are payable and reasonable.

### **Reasons for the tribunal's decision**

26. The tribunal determines on the balance of probabilities that there is an IRS – Aerial installed in the block and that therefore the Applicants have to pay the charges.
27. There is no evidence that the charges are unreasonable.
28. As the IRS- Aerial was installed prior to the Applicants becoming leaseholders it is not surprising that they are unaware of the installation.

### **Caretaking Services – Block - 2021/2022 £200.24, 2022/2023 £666.43, 2023/24 £693.95 Estimated costs 2024/25 £ 754.45**

29. The Applicants say that 3.5 hours of caretaking time is allocated to the block each week, but the maximum time ever spent is 20 minutes and there may be no time allocated. They have made multiple complaints to the head of caretaking and the caretaker manager about the issue. The Applicants say that the cost should be removed and they will clean the stairs of the property themselves as they have been doing. Ms Ayech gave details of her concerns about the caretaking including that she regularly has to sweep the floors, clean up blood and vomit, that when the regular caretaker is absent rubbish builds up outside the property and she had to insist on the provision of bins. The Applicants are the only leaseholders in the property and they consider that it is unfair to make these charges when the service is so poor.
30. The Respondent says that there is a team of caretakers for the estate and each block has an allocated caretaker who attends the block and carries out caretaking services. The caretakers are employees of the London Borough of Camden. The Respondent says there is no record of any complaints about the caretaking services. It says that the Applicants receive a good standard for caretaking services for the amounts charged and that the Applicants have an unrealistic expectation of what is to be provided.



31. The Applicants repeat that they have complained on numerous occasions.

32. After the hearing the Respondent provided documents including

- (i) a spreadsheet of caretaking and window cleaning services from the Block and from the Estate,
- (ii) photographs of the communal stairs being washed,
- (iii) photographs of the Block and the Estate, including the Block Entrance, the communal stairs, communal garden, switch room, fire safety information in the Block which the respondent says demonstrates that the block and the estate are well maintained. The photographs were taken after the hearing demonstrating that the Block is clean, safe and well maintained and the communal garden is also well maintained.
- (iv) A generic cleaning schedule that is placed at every block and gets completed weekly
- (v) An email from the Principal Caretaking Manager confirming that the Caretaking Manager visits the site at least once a week

33. The Applicants comments on these documents are as follows:

- (i) The photographs were taken after the period in dispute and after the hearing and are of limited use
- (ii) The spreadsheet provided does not give a breakdown of the time spent. The Applicants say that the windows are often filthy and attaches a complaint
- (iii) The photograph of the washed stairs is not helpful; the block has not been cleaned like that for years.
- (iv) The Respondent has refused a signoff for the cleaning
- (v) The Applicants say that the cleaning provided cannot take 2.5 hours per week.

- (vi) The bannisters have never been cleaned
- (vii) The Applicants say that the Care taking Manager has never attended the block and the post holder has changed at least 5 times in 3 years.

### **The tribunal's decision**

34. The tribunal determines that the amount demanded by the Respondent in respect of Block caretaking services is reasonable and payable as follows: 2021/2022 £200.24, 2022/2023 £666.43, 2023/24 £693.95 and estimated costs 2024/25 £ 754.45 .

### **Reasons for the tribunal's decision**

35. The tribunal understands the concern of the Applicants. Caretaking charges have increased by a significant amount over the period in dispute. However, the evidence provided by the Respondent demonstrates that caretaking services are carried out to the block and that cleaning is undertaken.
36. The tribunal agrees with the Respondent that the Applicants may have unreasonable expectations of the cleaning services. For instance, it is not reasonable to expect the weekly clean to remove embedded stains in concrete or in the bannisters. The Respondent cannot respond to all demands for cleaning as and when requested by the Applicants.
37. The time spent on the cleaning is only a part, albeit a substantial part, of the caretaking and cleaning services provided.
38. There is no evidence to suggest that the charges are unreasonable, and therefore the charges are payable.
39. The tribunal notes that the original position of the Respondent was that the Applicants had not complained. It is difficult to understand how it reached this conclusion when it has provided evidence of complaints. The tribunal speculates that this is because the Respondent did not accept that any formal complaint was made. It would be more useful in the future to log all complaints about services whether made formally or informally when responding to a tribunal application rather than denying complaints have been made when that is evidently inaccurate. Such behaviour does nothing to improve relationships with leaseholders.

**Caretaking Services – Estate 2021/22 £35.76, 2022/2023 £129.92, 2023/24 £134.47 , Estimated costs 2024-25 £146.61**

- 40. The Applicants say that their property is not on the estate and that they should not have to pay any charges under this heading.
- 41. The Respondent says that the property forms part of the Estate. The tenants are accountable for these costs under Schedule 5 paragraph 5, 7 and 9 of the lease.
- 42. After discussion in the tribunal it was clear that the Respondent now accepts that the Estate comprises the communal garden to the block and nothing else. The definition of Estate does not include other buildings or property on the other side of the road from the Block, and 'Estate' charges are not costs incurred in managing any such property.
- 43. The documents provided to the tribunal by the Respondent subsequent to the hearing stated that a half hour of caretaking is provided to the Estate per week.

### **The tribunal's decision**

- 44. The tribunal determines that the amount payable in respect of caretaking services to the Estate is £0.

### **Reasons for the tribunal's decision**

- 45. The tribunal was not provided with any evidence to support the charges. It is not clear what work would be comprised in caretaking of the communal garden for 30 minutes per week.
- 46. The tribunal decides therefore that on the balance of probabilities no caretaking work has been carried out to the Estate.
- 47. The tribunal considered whether charges for work done on other Estates could be charged under this heading. The tribunal does not accept that these charges are covered by paragraph 9 of Schedule 5 to the lease. The charges set out in that paragraph relate to services such as drainage etc which could be plausibly provided to more than one Estate.
- 48. Nor does the tribunal accept that the charges fall within paragraph 5 of Schedule 5 to the lease. Those charges relate to the provision of uniform, accommodation etc for the caretaker, and there is no evidence that these charges relate to such matters.
- 49. The tribunal considers that these charges must fall within paragraph 7 of the lease which is restricted to the Estate and therefore there must be works that relate to the Estate. In this particular case, this must mean work to the communal garden to the Block.

50. As there is no evidence that any such works have been carried out the Applicants are not required to pay these charges.

**Door Entry Systems – Block 2021/2022 £11.86, 2022/23 £42.46, 2023/4 £21.56, Estimated costs 2024-25 £23.40**

51. The Applicants say that there have been no issues with the door entry system for years. It is a key system but with an entry phone. They therefore cannot understand what it is they are paying for.
52. The Respondent says that the door entry system is for the block. It says that just because the applicants did not have an issue does not mean that there has not been an issue with the door entry system. The repairs are dealt with by the Repairs team and the tenants are obliged for this cost under Schedule 5, paragraph 10 of the lease.
53. The Respondent provided additional documents relating to the Door Entry System after the hearing. The documents show that the door entry system was serviced periodically and repaired as needed. It provided a photograph of the Door entry system showing that there is an intercom door entry and electrical lock/fob.

**The tribunal's decision**

54. The tribunal determines that the amount payable in respect of the door entry system to the block is payable and reasonable (2021/2022 £11.86, 2022/23 £42.46, 2023/4 £21.56, and estimated costs 2024-25 £23.40)

**Reasons for the tribunal's decision**

55. The Applicants accept that there is a door entry system. That being so they must also accept that the system will require repair and maintenance. The fact that they have not seen such work being carried out is not relevant. There is no evidence that the charges are not reasonable and therefore the charges are payable.

**Electricity charges – Block 2021/2022 £21.67, 2022/3 £102.84, 2023/24 £203.40, 2024/25 £135.56**

56. The Applicants say that this is the landlord's responsibility
57. They say the charge for 2022/23 looks high and though receipts were requested these were not forthcoming.
58. They say that lights were out for months on the first floor of the block during 2023/24 so consider the charge should be lower.

59. The Respondent agrees that it is the landlord's responsibility but also that it is recoverable from the tenants as a service charge pursuant to schedule 5 paragraphs 2 and 3 of the lease. It is a further example of a misconceived application.
60. The Respondent says that a sum of £102.84 is reasonable for an entire year and explains the higher costs in 2023/24 as the result of inflation and an increase in energy costs.
61. In the additional documents provided by the Respondent after the hearing the Respondent provided several electricity bills covering the period March 2021 to October 2023, the Estate Lighting Structural Inspection and Electrical Installation condition Reports. The Respondent says that the documents confirm that there is lighting in the communal area which requires servicing and maintenance. The Respondent says that the costs vary dependent upon the repair requirements in each year.
62. The Applicant argues that the bills are very high for a small block and that the increase is not reasonable considering there are faulty lights.
63. The Applicants repeat their assertion that the lighting is not serviced or maintained.

### **The tribunal's decision**

64. The tribunal determines that the amount demanded in respect of block charges for electricity are reasonable and payable. .

### **Reasons for the tribunal's decision**

65. The tribunal does not understand why the estate lighting structural report is described as such. It appears to be a block lighting structural report. There is no evidence of any electrical installation to the estate which is limited to the garden. The tribunal notes that no estate charges have been demanded for electricity.
66. The block has communal lighting and there is no evidence to suggest that the amount charged is not reasonable. The Respondent has explained the increase in charges in 2022/23. Therefore the charges are payable and reasonable.

**Grounds and/or Tree maintenance – Estate 2021/22 £13.04, 2022/23 £40.75, 2023/24 £47.60 Estimated costs for 2024/25 £54.27**

- 67. The Applicants say that there has been no maintenance of the grounds for 2 years.
- 68. The Respondent says that trees are pruned yearly, lawns are mowed regularly, the communal areas are being swept and kept clean. There are photographs provided to show these works.
- 69. The Applicants are liable for these costs under paragraph 9 of Schedule 5 to the lease.
- 70. No evidence of actual work carried out to the garden was included in the additional documents provided by the Respondent.

### **The tribunal's decision**

- 71. The tribunal determines that the amount payable in respect grounds and/or tree maintenance is £0.

### **Reasons for the tribunal's decision**

- 72. Whilst it is reasonable to assume that some gardening work has been carried out at some point to the garden to the property, there is no evidence of what actual work has been carried out during the period in dispute. The photographs provided show the garden at a particular point in time. The photographs do not provide evidence of works carried out.
- 73. The tribunal notes that in its original statement of case the Respondent stated that the charge is for the Applicants' share of the costs incurred by the Respondent for maintaining the communal green spaces and trees on Estates and communal gardens. The Applicants are liable for these under paragraph 9 of Schedule 5 to the lease.
- 74. This statement does not sit easily with the definition of Estate in the lease which was accepted by the Respondent at the hearing. The tribunal does not accept that gardening work is covered by paragraph 9 of Schedule 5 to the lease. That paragraph relates to services such as drainage and roads which may well be used in common by more than one estate. That cannot be true of gardens as the Applicants only have access to the garden to their block. The tribunal determines that paragraph 9 does not include gardening charges.
- 75. The tribunal also notes that gardening is covered by paragraph 11 of Schedule 5, which concerns only charges to the Estate. This confirms the tribunal's interpretation of paragraph 9 of Schedule 5.
- 76. The tribunal also notes the original lack of clarity about the meaning of Estate which was not resolved until the hearing. Therefore before the

tribunal can be satisfied on the balance of probabilities that gardening work has been carried out to the Estate (rather than to other Estates owned by the Respondent) it requires some specific evidence of that work. No such evidence has been provided. Therefore it determines that no charges are payable.

**Lighting Maintenance – Block 2021/2022 £10.76, 2022/2023 £114.28, 2023/24 £43.68 Estimated costs 2024/25 £13.58**

- 77. The Applicants say that the lights have never been maintained and have gone out multiple times.
- 78. They do not understand why the costs have risen over the years of the claim. They have asked to see receipts.
- 79. The Respondent says all lighting is maintained and kept safe and working. The lighting is maintained by the Repairs team employed by the landlord and therefore there are no invoices for the work.
- 80. The Respondent says that the tenants are liable for these service charges under paragraph 9 of Schedule 5 of the lease.

**The tribunal's decision**

- 81. The tribunal determines that the amount demanded in respect of lighting maintenance is reasonable and payable.

**Reasons for the tribunal's decision**

- 82. The tribunal accepts on the balance of probabilities that lighting work has been carried out to the block and that the charges for that work are reasonable and payable under the lease.

**Management cost 2021/2022 £52.42, 2022/2023 £203.89, 2023/24 £187.57 Estimated costs 2024/25 £263.37**

- 83. The Applicants say that this is a landlord responsibility. They don't understand why these costs fluctuate.
- 84. The respondent says that the tenants are liable for these under Schedule 5 paragraph 13 of the lease.

**The tribunal's decision**

- 85. The tribunal determines that the amount demanded in respect of management costs for the years in dispute are reasonable and payable

### **Reasons for the tribunal's decision**

- 86. The charges are payable under the lease.
- 87. There is no evidence that the charges are unreasonable.
- 88. In the experience of the tribunal the charges fall within the lower end of the range of management charges for a block of this size.

### **Mobile security patrol 2021/2022 £0.90, 2022/23 £13.73, 2023/24 £12.51 Estimated costs for 2024/25 £9.18**

- 89. The Applicants say that the patrol never attends, nor can they get through on the phone line which is always down.
- 90. The Respondent says that this is a dedicated team that patrols the estate for security reasons. It is not an emergency response team.
- 91. The team is employed by the Respondent. It does not attend the flats to show itself to the tenants.
- 92. The Respondent says that the costs are recoverable under paragraphs 10,12 and 13 of Schedule 5 to the Lease.

### **The tribunal's decision**

- 93. The tribunal determines that the amount demanded in respect of the charges for the mobile security patrol are reasonable and payable.

### **Reasons for the tribunal's decision**

- 94. The tribunal accepts the argument of the Respondent that these charges fall within paragraphs 10 of Schedule 5 to the lease although it does not accept the argument that the charges can be demanded under paragraphs 12 and 13 of Schedule 5 to the lease.
- 95. The reason it considers the charges fall within paragraph 10 of Schedule 5 is that the service is appropriately provided across several Estates and the service relates to security provisions.
- 96. There is no evidence that the charges are unreasonable. The tribunal notes that the Applicants say they receive no service in respect of the mobile security patrol. The tribunal observes that the Applicants may well not be aware of the benefits of the security patrol. Further the costs are so small that the Applicants can expect no more than a minimum service.



**Repairs and Maintenance Block – 2021/2022 £37.31, 2022/23 £77.82, 2023/24 £125.00 Estimated costs 2024/25 £125**

- 97. The Applicants say that no repairs have been carried out since 2018 which is before the lease started.
- 98. The Respondent says that this charge is for the general repairs and maintenance of the block carried out by the repairs team on a regular basis.
- 99. The tenants do not get notified of every minor repair work and general maintenance.
- 100. The sum charged for the year does not cover any major repair work.
- 101. The tenants are liable for this under Schedule 5 paragraph 1 of the lease.

**The tribunal's decision**

- 102. The tribunal determines that the amount demanded in respect of repairs and maintenance to the block to be reasonable and payable. .

**Reasons for the tribunal's decision**

- 103. The tribunal is clear that some repair works will have been carried out to the block over the period in dispute. As the amounts demanded are small, it appears that the works have been minor works. As such it is not inappropriate that individual invoices are not provided.

**Repairs and Maintenance - Estate – 2021/2022 £0 2022/23 £28.25 2023/24 £0. 2024/25 £0**

- 104. The Applicants say their property is not on the estate so they do not understand why they should pay this amount. They point out that no charges were made for 2021/2022 or for 2023/24.
- 105. The Respondent says that the property forms part of the estate. The tenant remains accountable for these costs under paragraphs 5,7,9, 10 and 11 of Schedule 5 to the lease.

**The tribunal's decision**

- 106. The tribunal determines that the amount payable in respect of repairs and maintenance to the estate is £0. .

**Reasons for the tribunal's decision**

107. The Respondent has provided no evidence about what repairs and maintenance work was carried out to the Estate in 2022/23.
108. Therefore the tribunal is unable to determine, on the balance of probabilities that any work has been carried out that is chargeable under the lease.
109. The tribunal does not accept that the Applicants have liability under paragraphs 5, 9, 10 or 11 of Schedule 5 to the lease. It does accept that the charges are payable under paragraph 7 to Schedule 5. However in order to find charges are payable under that paragraph of Schedule 5 the tribunal requires evidence of actual works which has not been provided.

**Certification, accounting and Audit 2021/2022 £ 2022/23 £32.54  
2023/24 2024/25 £35.76**

110. The Applicants say that they do not understand this charge or why it has to be paid.
111. The Respondent says that the charge covers the costs incurred by the landlord paying the leaseholder services and accountants for calculating service charges to leaseholders and generating invoices.
112. The tenants are liable for these under paragraph 13 of Schedule 5 to the lease.

**The tribunal's decision**

113. The tribunal determines that the amount demanded in respect of certification, accounting and audit is payable and reasonable .

**Reasons for the tribunal's decision**

114. The tribunal agrees with the Respondent that the application under this heading is misconceived. The items are recoverable as service charge costs under the terms of the lease.
115. There is no evidence that the sums charged are unreasonable and therefore the charges are payable.

**Fire risk assessment 2021/2022 £10.09 2022/23 £0, 2023/24 £40.93**

116. The Applicants say that this is the landlord's responsibility.

- 117. The Respondent says the Applicants misunderstand service charges in this context. Whilst the landlord has responsibility the items in the fire risk assessment charges are recoverable as service charge costs under the terms of the lease.
- 118. The Respondent says that Camden takes fire safety seriously. The law requires that the landlord provides fire safety information, including what to do if there is a fire and what the escape plan for your home safety is in an emergency,
- 119. The Respondent conducts annual fire safety checks of individual flat entrance doors, quarterly checks of all fire doors in common parts of the buildings.
- 120. This charge is payable as a service charge under schedule 5 paragraph 7.
- 121. In the additional documents provided by the Respondent after the hearing, it provided a Fire Assessment Report dated 10<sup>th</sup> May 2023, and a letter from Camden's Neighbourhood Housing Officer confirming that he would attend the property on 18<sup>th</sup> December 2023. The Respondent argues that this demonstrates that Fire Risk Assessments are carried out periodically at the Block and at individual Flats. attended the property.
- 122. The documentation also included photographs of the Fires Safety Information at the communal area in the building, and a photograph of the fire doors and a close photograph showing that the fire door outside Flat C is wedged open.

### **The tribunal's decision**

- 123. The tribunal determines that the amount payable in respect of fire risk assessments is payable and reasonable.

### **Reasons for the tribunal's decision**

- 124. The tribunal agrees with the Respondent that the application under this heading is misconceived. The items are recoverable as service charge costs under the terms of the lease.
- 125. The Respondent has provided evidence to demonstrate on the balance of probabilities that fire risk assessments and associated work have been carried out during the period of the challenge.
- 126. There is no evidence that the sums charged are unreasonable and therefore the charges are payable.

### **Switch room maintenance – 2024/25 - £23.10**

127. The Applicants say that they do not know what this is and why they are being charged.
128. The Respondent says that the charge is for the maintenance of high-voltage equipment. Switch rooms are crucial to the operation and maintenance of the block and are restricted access spaces. The switch room complies with current industry standards and best practice.
129. This charge is payable as a service charge under schedule 5 paragraph 7.
130. In the documents provided to the tribunal after the hearing, the Respondent including a photograph of the Switch Room in the building.

### **The tribunal's decision**

131. The tribunal determines that the amount payable in respect of switch room maintenance is £23.10. .

### **Reasons for the tribunal's decision**

132. The tribunal agrees with the Respondent that the application under this heading is misconceived. The items are recoverable as service charge costs under the terms of the lease.
133. There is no evidence that the sums charged are unreasonable and therefore the charges are payable.

### **Application under s.20C and refund of fees**

134. In the application form the Applicants applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.
135. The tribunal accepts that the majority of its determinations in this application have favoured the arguments of the Respondent. However the tribunal has chosen to exercise its discretion to make a s.20C order for the following reasons
  - (i) The Respondent's case was not supported by sufficient evidence until after the hearing. As one of the Applicants' main concerns was not understanding

where charges originated from, the tribunal would have expected full answers to those questions in the bundle of documents provided by the Respondent. It appears that the hearing, and the additional direction was required to enable the Applicants to understand the charges demanded.

- (ii) It was not clear that the Respondent, prior to the hearing, had understood how small the Estate was for this property. This again was a major issue for the Applicants which could have been clarified prior to the hearing.
- (iii) The Respondent provided only very superficial arguments about the clauses of Schedule 5, appearing to claim that there was no limit to the charges that could be levied under certain clauses.

**Name:** Judge H Carr

**Date:** 14<sup>th</sup> April 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).