



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

Case reference : **CHI/00MS/LSC/2024/0100/LC**

Property : **27 Television House, Meridian Way
Southampton, SO14 0FS**

Applicant : **Alexandra Frunza**

Representative : **In Person**

Respondent : **Meridian Waterside (Southampton)
Management Company Limited**

Representative : **Gateway Property Management Limited
Kerry Coleman of Gateway Legal**

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 : **R Waterhouse FRICS
D Cotterell FRICS
Ed Shaylor MCIEH**

Venue : **Havant Justice Centre, The Court
House, Elmleigh Road, Havant,
Portsmouth PO9 2AL**

Date of Hearing : **28 March 2025**

Date of decision : **01 April 2025**

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that the sums identified in the Tribunal decision below are payable.**
- (2) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 reducing the Landlord's costs of the Tribunal proceedings that may be passed to the lessees through any service charge by 25%.**

The application

1. The Applicant Alexandra Frunza of Flat 27 Television House, Meridian Way, Southampton, SO14 0FS submitted an application form for the years 2021,2022,2023 and 2024 (“the service charge years”) disputing a collective service charge of £97864.87 dated 19 June 2024.
2. Directions were issued on 31 January 2025 following a Case Management and Dispute Resolution Hearing on 24 January 2025.
3. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges payable by the Applicant in respect of the service charge years.
4. The application covers the years 2021, 2022, 2023 and 2024.

The hearing

5. The Applicant appeared in person at the hearing and the Respondent was represented by Kerry Coleman of Gateway Legal, acting for Gateway Property Management Ltd. Helen Pritchett of Gateway Property Management Ltd gave evidence. Emma Morris of Gateway Property Management Ltd was also present.

The background

6. The property which is the subject of this application is as known as Television House which forms one of three blocks on the site. Granada House is completed, and Southern House is not completed. The properties adjoin the River Itchen in Southampton.
7. 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.

8. The Applicant is the leaseholder of Flat 27 Television House, Meridian Way Southampton, Hampshire SO14 0FS The Respondent is the Management Company, Meridian Waterside (Southampton) Management Company Limited, of the Estate Known as Meridian Waterside ("The Estate"). Gateway Property Management Limited act on behalf of Meridian Waterside (Southampton). The landlord under the lease is covenanted to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.

Preliminary Issues

9. The Respondent on 26 March made an Application for an interim Order requesting to;
 - (i) Postpone the hearing listed for 28 March 2025
 - (ii) Re-list for 2 days
 - (iii) Extend the Directions to allow the Respondent the opportunity to formally respond in writing to the Applicant's undated Case Summary at pages 1-18 the hearing bundle and served on the 7 March 2025.
 - (iv) Encourage parties to narrow down the issues in dispute.
10. Procedural Chair Waterhouse replied on 27 March "the application for a postponement is refused as at this stage it would not be a proportionate use of Tribunal time to vacate the hearing at this stage, at the start of the hearing the Tribunal will address the other issues contained in the application for postponement."
11. The Respondent was concerned that the pages 1-18 contained new material which they had not had a chance to respond to. The Tribunal considered, balancing fairness and efficient use of time, that the hearing would continue with the pages 1-18 but that when / if matters which were new within the papers were raised the Tribunal would consider at each occasion whether to allow that specific part of the submission.
12. Additionally, the Applicant had submitted copies of Appendix numbers 15 to 18 which had been omitted from the bundle. These were accepted by the Respondent for consideration in the hearing.
13. Finally, the Applicant submitted by e mail on the 26 March 2025 an excel spreadsheet which cross referenced between the issues and the appropriate invoices.

The Issues

14. At the start of the hearing the Tribunal asked the Applicant whether she was challenging the following items in terms of (i) whether the lease provides that the costs of the service can be recovered under the lease (ii) whether the costs of a service were reasonable or (iii) whether the quality was being challenged.
15. The Applicant confirmed at the start of the Tribunal that the challenge was one of cost and quality.
16. The Tribunal asked the Applicant whether there were items that she at this point of the hearing they were no longer challenging. The items below are the items the Applicant pursued in the hearing.
17. Having heard evidence and submissions from the parties and considered all of the documents provided, the Tribunal has made determinations on the various issues as follows.
18. The Lease provides for the apportionment of the service charge. The key provisions are set out below, Clause 1.30 of the Lease the tenants proportion is defined as;

“The proportion of the Service Charge payable by the Tenant in accordance with the provisions of the sixth schedule”
19. The Respondent [304] has calculated the Tenant’s proportion as a percentage based on the square footage of the Flat as a proportion of the Building. The flat is calculated as having a square footage of 627.31 against a total of 42819.61. This equates to a percentage of 1.4650%.

Key lease Provisions

20. By way of Clause 1.5 of the Seventh Schedule the Applicant covenanted with the Respondent pay the Interim Service Charge, the clause provides that *“at the commencement of each Management Year to pay to the Manager the Interim Service Charge in advance on account of the Tenants liability for payment of the Tenant’s Proportion.”*
21. By way of Clause 1.13 of the Lease, Interim Service Charge as defined as *“such sum to be paid on account of the Tenant’s Proportion in respect of each Service Charge Year as the Landlord or the Manager from time to time specify at its or their reasonable and proper discretion to be a fair and reasonable sum in the circumstances.”*

22. By Clause 1.30 of the Lease, Tenants Proportion is defined as: *“the proportion of the Service Charge payable by the Tenant in accordance with the provisions of the Sixth Schedule.”*
23. By Clause 1.26 of the Lease, Service Charge is defined as: *“the monies actually expended or reserved for periodical expenditure by or on behalf of the Manager or the Landlord at all times during the Term in carrying out the obligations specified in the Fifth Schedule”.*
24. By Clause 1.27 of the Lease, Service Charge Year is defined as: *“a period commencing on 1 October in each year and ending on 30 September of the following year or such other annual period as the Landlord or Manager may in its discretion from time to time determine as being that in respect of which the accounts or the Development are made up.”*
25. Clause 1 of the Sixth Schedule , provides that *“The Tenants Proportion shall (having regard to those of the Owners within the Estate that will share enjoy or otherwise benefit or be affected by the particular category in question) be such fair proportion as determined by the Manager acting reasonably of the amount attributable to the Manager’s expenses outgoings and other heads of expenditure as set out in the Fifth Schedule in so far as they apply to the Maintained Areas PROVIDED this shall not prohibit the Manager (acting reasonably) from varying the proportions attributable to the Demised Premises and other premises on the Estate from time to time as may be deemed appropriate.”*

Cleaning and Maintenance

Gateway Statement	2021	2022	2023	2024
Communal Area Cleaning	£1494 [£21.89]	£3525 [£51.64]	£4274 [£62.61]	£4618 [£67.65]
Carpet cleaning	-	£270 [£3.96]	-	-
Window Cleaning	£6972 [£102.13]	£8328 [£122.00]	£3955 [£57.94]	£5611 [£82.20]
Estate Grounds Maintenance	£2215 [£32.44]	£2980 [£43.65]	£1995 [£29.22]	£2155 less £300, hence £1855 [£27.17]
Ground Maintenance incl car park	-	£3287 [£48.15]	£2998 [£43.92]	£3907 [£57.23]
Gardening and sweeping	-	-	£144 [£2.11]	£1234 [£18.07]
	£10681 [£156.47]	£18390 [£269.41]	£13366 [£195.81]	£17225 [£252.35]

Communal Area Cleaning

26. The Applicant included a number of photographs of the communal bin store which is located on the ground floor of the building, containing both bins for recycling and general rubbish. The Tribunal heard from the Applicant and the Respondent that the area is accessed from inside the building by residents and from the outside by the refuse collection organisation. There have been intruders breaking into the bin area and looking through the bins and in some cases urinating on the floor. The locks have been changed on a number of occasions but, short of replacing the whole door with an expensive stronger door, intruders can still force the door open. The Applicant in their photographs sought to show the floor of the bin store in a dirty condition and rubbish on the floor. The Respondent noted that the cleaning operatives are tasked with sweeping the bin store and collecting loose waste. The Tribunal finds the condition of the floor to be reasonable given the purpose of the area, there is no evidence that the cleaning operatives do not tackle issues such as cleaning urine in a reasonable and appropriate way notwithstanding the general expectation is sweeping. The costs are allowable. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Carpet Cleaning

27. The Applicant challenged the figure of £270 in 2022 for carpet cleaning and asked whether this was a duplicate over the general cleaning. The Respondent informed the Tribunal that this cost may have resulted from a single incident which needed more in-depth cleaning. **The Tribunal on balance considers this reasonable and allows the cost, except insofar as the Respondent stated it was a budgeted cost not actually charged for.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Window Cleaning

28. The Applicant challenged the amounts charged for the window cleaning in particular that the two earlier years were in excess of the two later years. The Respondent stated that the window cleaning is carried out twice a year given the height of the building at seven storeys the operatives use rope access. The Tribunal heard from the Respondent that the first two years were under one contractor Ryemead Commercial Group and this instruction was replaced by Taskforce for 2022-2023 and Groves Windows Cleaning from April 2024. **The Tribunal finds the costs properly incurred and that the management company has regularly market checked the level of cost and changed contractors where appropriate.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Estate Grounds Maintenance

29. The Applicant challenges quality and cost of this service. In terms of quality two areas are drawn to the Tribunal's attention. The first is the strip of grass which runs between the "sea wall" and the paved area. The second area is an area of unkept land with a tree and securing fencing in a state of semi collapse around it. The parties agreed the lease provides that the area between the sea wall and the pavement should be subject to maintenance. The Respondents conceded that this area had been accidentally omitted from the grounds contract and so no work had been carried out on it and as a consequence no charge had been levied. The second area with the security fencing is still subject to construction and is yet to be brought into the grounds. The Applicant questioned whether the grounds needed to be tended weekly because there were no areas which particularly needed regular maintenance like flowers for example. Additionally, the Tribunal was shown photographs of a hedged area which contained a number of dead or missing shrubs. The Applicant provided alternative quotes for a monthly basis of grounds maintenance. The Tribunal does not consider the frequency of visits to be disproportionate, the areas of untended grass alongside the sea wall whilst untended had not been charged for, in respect of the area within the security fencing on balance, the security fencing indicates some form of on-going construction albeit appears ceased but again no charge made for this. **The damaged and missing hedge does go to the question of quality of service and so the Tribunal deducts £300 from the 2024 allowable costs for grounds maintenance.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Ground Maintenance including car park

30. The Respondent informed the tribunal that this heading refers to the fourth schedule part 2. The Applicant queried the scope of the heading and challenged the amount charged. No alternative quote was provided. **The Tribunal finds the costs allowable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Gardening and Sweeping

31. The Respondent explained what this encompassed. When the contractors attend to carry out the Estate Grounds Maintenance and Grounds Maintenance including Car Park, they will also attend to the Podium above the car park. The Podium was opened in August 2023. The cost to maintain has been identified with a separate heading. The Applicant challenged on the grounds of cost but has not provided alternative quotes in the absence of such, **the Tribunal finds the costs properly incurred and payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Repairs and renewals

Gateway Statement	2021	2022	2023	2024
Repairs and Renewals	£2164 [£31.70]	£2562 [£37.53]	£5996 [£87.84]	£5160 [£75.59]

32. The Applicant queries the scope and extent of the charges, noting the marked increase of charges for the years 2023 and 2024, and that invoices were not specified to each building. The Tribunal was furnished with a breakdown of the costs over the years showing the individual items and the Respondent explained that many of the repairs were common to both buildings. The Tribunal is satisfied that as the building ages increased maintenance is required hence the increasing costs. **The Tribunal allows these costs.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Mansafe Bi-Annual comp test

Gateway Statement	2021	2022	2023	2024
Mansafe Bi-Annual comp test	-	£1224 [£17.93]	£1224 [£17.93]	£1167 [£17.09]

33. The Applicant did not have any alternative quote nor challenged the quality the Tribunal finds the sum properly incurred and payable. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Electricity

Gateway Statement	2021	2022	2023	2024
Electricity	£1123	(£684)	£2178 provision	£2178 provision

34. The Applicant challenged that late payment fees were incurred and that a properly conducted management would avoid this. The Respondent noted the solar panels on the roof had not been commissioned. **The Respondent conceded that the late payment fees should not have been incurred and that the cost should be reduced by the deduction of all the late payment fees for this period.** The Applicants specific proportion is 1.4650%, and this should be applied to the electricity costs net of late payment fees.

Gate Maintenance and Repairs

Gateway Statements	2021	2022	2023	2024
Gate Maintenance and Repairs	£858 [£12.56]	£429 [£6.28]	£356 [£5.21]	£3509 [£51.40]

35. The Respondent confirmed that this item related to the vehicle gate and that the fluctuation of costs related to repairs needed to be carried out in various service charge years. The Applicant does not have an alternative quotation, and the quality of the work was not challenged so the Tribunal finds this payable. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Car Park ventilation system

Gateway Statements	2021	2022	2023	2024
Car Park ventilation system	£0 [£0]	£405 [£5.93]	£1324 [£19.39]	£1845 [£27.02]

36. The Applicant has challenged the cost of providing this service. The Respondent has identified that through the invoices, the scope of the items, the main contract plus various aspects of repair and a higher level of service was contracted for in 2023/4. The Applicant has not challenged the quality of the service nor supplied an alternative quote. **The Tribunal finds the costs were properly incurred and payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Lift Telephone and Lift Servicing & Maintenance

Gateway Statements	2021	2022	2023	2024
Lift Telephone	£84 [£1.23]	£193 [£2.82]	£185 [£2.71]	£218 [£3.19]
Lift Servicing & Maintenance	£1208 [£17.69]	£2285 [£33.47]	£2791 [£40.88]	£3723 [£54.54]

Lift Telephone

37. The Respondent described the service in £84 as being for part of the year, when there had been a changeover of managing agents. The charges it was confirmed were for Television House. The Applicant produced no alternative quote, and the Tribunal found that the costs were reasonable and properly incurred. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Lift Servicing and Maintenance

38. The Applicant challenged the extent and reasonableness of the “Lift Servicing and Maintenance” costs including call out fees. The Respondent showed from the relevant invoices that the figures comprised lift servicing, call out and repairs. The invoices total the sums requested and the items are within the scope expected for fair maintenance of the lift. The call out fees being part of the contract with the lift service provider. The Respondent explained that the call out fee did not include repairs where the fault was caused by damage or user error rather than a system fault. **The Tribunal finds these costs to be properly incurred and reasonable in cot and allows the costs.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Miscellaneous

Gateway Statements	2021	2022	2023	2024
Emergency Light Flick Testing	£864 [£12.66]	£1728 [£25.32]	£929 [£13.60]	£1006 [£14.74]
Lightening Protection	£0 [£0]	£0 [£0]	£0 [£0]	£360 [£5.27]
Fire safety equipment and lightening	£0 [£0]	£951 [£13.93]	£1770 [£25.93]	£2193 [£32.12]
Health & Safety and Fire Risk	£480 [£7.03]	£480 [£7.03]	£613 [£8.98]	£736 [£10.78]
Fire door inspection	£0 [£0]	£0 [£0]	£1770 [£25.93]	£0 [£0]
24/7 Emergency Service	£911 [£13.34]	£2173 [£31.83]	£2550 [£37.35]	£2626 [£38.47]
UPS Servicing	£0 [£0]	£3245 [£47.53]	£2120 [£31.06]	£2626 [£38.47]
Site Inspection	£960 [£14.06]	£1224 [£17.93]	£1062 [£15.55]	£1152 [£16.88]

Water pump maintenance	-	-	-	£342 [£5.01]
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Emergency Light Flick Testing

39. The Respondent explained the test is carried out monthly and each floor is tested. The Applicant changed on the basis of cost but did not provide an alternative quotation. **The Tribunal finds the costs properly incurred and payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Lightening Protection

40. The Respondent explained this was for the testing of the lightening protection system, and that the sum shown for £360 for 2024 was to address a specific issue due to a faulty connection to the earth. The Applicant did not have an alternative quotation and the **Tribunal finds the sum payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Fire Safety equipment and lightening

41. The Respondent described the service provided which was the testing of fire safety equipment for example dry risers, and signage. The invoices within the bundle show the breakdown. The Applicant has not provided any alternative quotes and the **Tribunal finds these costs were properly incurred and are payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Health and Safety and Fire Risk

42. No evidence was produced to pursue this item at the hearing and the Tribunal finds in the absence of the contrary that the costs are properly incurred. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Fire Door Inspection

43. The Respondent notes the inspection was carried out on the 57 communal doors in the building. The Applicant contends they have sourced a quotation. For a building of 51 to 100 doors, the rate quoted is £0.75 per door plus vat, plus an attendance fee of £300 plus vat. The applicant rounds this to £500.00. The Respondent cites invoice of £1770 in the year 2023. The Tribunal notes the Respondent does not need to obtain the lowest quote but one which is reasonable and finds that a £0.75 per door to be on the low side, much lower than a per door cost

normally to be expected. **The Tribunal accepts the Respondents figure as reasonably incurred.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

24/7 Emergency Service

44. The Tribunal heard that the purpose of this service was to provide leaseholders with an emergency call service to address matters such as leaking pipes, the service being provided by an external company called Adiuvo. The provider Adiuvo has a block policy which is apportioned to each individual Estate. The Applicant has not provided an alternative quote nor indicated the service is substandard and so the **Tribunal finds that the costs are payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

UPS Emergency Servicing

45. The Respondent explained this item relates to testing an uninterruptible power supply which is needed for amongst other things the lifts. The invoices show “Fully comprehensive cover” this is apportioned because the contract year differs from the service charge year. The Applicant has not provided an alternative quote, and the **Tribunal finds this cost reasonable and payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Site Inspection

46. The Applicant queried whether the site inspection was needed or whether it duplicated existing inspections. The Respondent informed the Tribunal that site inspections were carried out periodically and reported on to reduce health and safety risk factors as well as alerting the property management team to any issues which may need to be progressed which may not otherwise be reported to the team. The Respondent provided the Tribunal with dates the inspections took place. In 2021 it was carried out twice and in subsequent years three times a year or possibility quarterly. The Applicant did not provide the Tribunal with an alternative quote and **the Tribunal finds the figures to be reasonable and allows the costs.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Water Pump Maintenance

47. The Applicant provided no evidence on this issue, the Respondent said it was simply moving a cost into a new budget hearing, and the **Tribunal in the absence of submissions finds this payable.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Building Insurance

Gateway Statements	2021	2022	2023	2024
Building Insurance	£8433 [£123.54]	£19881 [£291.25]	£22014 [£322.50]	£24885 [£364.56]

48. The Applicant queried the cost of the insurance, and that the insurance had been provided an associated company of the managing agent, and that commission had been taken. The Respondent drew the attention of the Tribunal to the long-standing position that the managing agent does not need to source the cheapest quote for a service including that of insurance but that it should be reasonable. The Tribunal was in receipt of a document that outlined the services of the associated company which was Associated Insurance Services Fair Value Assessment and Services. The Applicant had sourced a quotation for insurance using reinstatement value of £10m.
49. The Respondent asserts that the Applicants quotation is for £10m is under insuring the building compared with the insured value of £13,299,370 with a further 35% uplift bringing the total to £17,954,510, Additionally the Respondent notes the Applicants quotation does not include terrorism and flood, and legal cover is only £250,000.
50. The Applicant quotes a First tier Tribunal case of Pavilion Court Stimpson Avenue, Northampton, NN1 4ND. The decisions of the First tier are not binding on other First tier Tribunal cases. In this case the managing agent added 40% commission, and this amount was reduced by 35%.
51. In this case the Respondent noted the commission was 27%.
52. The Tribunal is reminded of *Octagon Overseas Limited (1) Canary Riverside Estate Management Limited (2) v Sandra Cantlay and others* LON/OOBG/ LSC/2019/0277 where a commission on the insurance was limited to 27%. The Respondent submits the Building Insurance costs are reasonable and payable by the applicant, **the Tribunal given the alternative quotation is not on the same basis as that which the building is insured agrees.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Fees and Insurance etc

Gateway Statements	2021	2022	2023	2024
Management fees	£7294 [£106.85]	£15460 [£226.48]	£18352 [£268.85]	£20124 [£294.82]

Public Liability Insurance	£0 [£0]	£0 [£0]	£0 [£0]	£424 [£6.21]
Accountancy Fees	£1137 [£16.65]	£995 [£14.58]	£1025 [£15.01]	£1057 [£15.48]
Postage	£182 [£2.66]	£378 [£5.54]	£435 [£6.37]	£472 [£6.91]
Property Set Up Fees	£1512 [£22.15]	-	-	-
Building Registration	£0 [£0]	£0 [£0]	£208 [£3.04]	£0 [£0]

Management fees

53. The Applicant challenges the management fee in terms of cost. The Respondent identifies the fees as being for 2021 £ 106.86 (176 days), 2022 £226.49, 2023 £ 266.10 and for 2024 £291.80. The Applicant has expressed concern that communication from the managing agent could be improved but no identified specific examples. **The Tribunal using its knowledge in the area considers this level of management fee is in line with market expectations and so allows the costs.** The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Public Liability Insurance

54. This item was not pursued.

Postage

55. The Applicant challenged the need for postage in a modern world and that the costs were therefore unnecessary. Additionally, they had received a letter that had the incorrect address on it. The Respondent noted that certain statutes required certain Notices to be delivered in hard copy and so there was a need to continue to provide on occasions a postal service. The Tribunal considers the limited number of examples where the wrong letter was sent does not materially detract from the service provided and so finds the sum properly incurred, reasonable and payable. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Accountancy Fees

56. The Applicant challenged the reasonableness of the level of fees incurred in accountancy. The Respondent explained that during Covid –19 Gateway reduced the work being sent to Venthams as an external accountancy firm and conducted the work internally. The table below

shows the division of costs. The Tribunal given the size and nature of the property considers the level of charge incurred for accountancy to be reasonable and allows the cost. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Year	Gateway Fees	Venthams	Total
2021	£657.00	£480.00	£1137.00
2022	£619.00	£376.00	£995.00
2023	£638.00	£387.00	£1025.10
2024	£657.00	£399.80	£1056.80

Property Set up Fees

57. The Applicant challenged what the property set up fee was and whether the charge was reasonable. The Respondent explained that when the property was first built and the flats sold there was a one-off fee to set the individual units on the Gateways system and that this was outside the general management fee, the latter being applicable for business-as-usual issues. The Tribunal given the size and nature of the building considers this the fee to be reasonable and allows the cost. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Building Registration

58. The Applicant provided no alternative quotation and the Tribunal considers in the absence of alternative costings, finds in this item for the Respondent who explained it was a new cost for registering a tall building under new legislation. The Applicants specific proportion is 1.4650%, the figures are given in brackets above.

Insurance and Legal Expenses

Gateway Statements	2021	2022	2023	2024
Directors & Officers Insurance	£0	£185	£231	£142
Legal expenses	£0 [£0]	£0 [£0]	£360 [£5.27]	£0 [£0]

Directors & Officers Insurance

59. The Applicant contends the Directors insurance is excess, research indicates from the internet, that similar insurance can be obtained for between £8 and £15 per month. The Respondent noted that the Director is sole, and the company is per block. The amount shown is £141.86. The Tribunal considers the alternative quotes provided by the Applicant and notes these are not materially different from the actual. The Tribunal

however notes that Directors and Officers Insurance whilst beneficial to the role holders is not of specific benefit for the building. In these circumstances the Directors and Officers Insurance is disallowed.

Application under s.20C and refund of fees

60. In the application form and at the hearing, the Applicant applied for an order under section 20C of the Landlord and Tenant Act 1985 Act. Such an order may reduce such costs incurred by the landlord in the proceedings being levied in the service charge payable by the tenant or any other person specified in the section 20C application. Additionally, an application was made under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. Such an application may reduce or extinguishes the tenant's liability to pay an administration charge. The Respondent argued against these applications, on the basis the Applicant had not engaged well with mediation, had not followed the Directions fully and had made submissions late and without time for the Respondent to Respond. However, the Tribunal is mindful that Applicant is a litigant in person, who said she had difficulty putting the bundle together on her own and found the whole process stressful. A small proportion of the issues the Applicant raised have resulted in a reduction in charge. The Tribunal determines that an order reducing the proceedings costs by 25% may be applied under section 20C and paragraph 5A.

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).