



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

Case reference	:	CAM/00KA/LSC/2023/0063, CAM/00KA/LSC/2024/0009, CAM/00KA/LSC/2023/0041, CAM/00KA/LAC/2024/0001, CAM/00KA/LSC/2024/0604
Property	:	Napier House, 17-21 Napier Road, Luton, LU1 1DU
Applicant	:	Various Leaseholders of Napier House as set out in Schedule One to this decision.
Representative	:	Jay Silva, Leaseholder and Mitul Sudhir Patel
Respondent	:	Assethold Limited
Representative	:	Andrew Gibbs-Ripley, Counsel instructed on behalf of Eagerstates Ltd
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 Bernadette MacQueen Roland Thomas, MRICS
Venue	:	Cloud Video Platform (CVP)
Date of hearing	:	24-25 March 2025
Date of decision	:	12 May 2025

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines the sums payable as set out within this Decision.
- (2) The Tribunal makes the determinations as set out under the various headings in this Decision.
- (3) 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.
- (4) The Tribunal makes an order under the Commonhold and Leasehold Reform Act 2002, Schedule 11 paragraph 5A, that there is no liability to pay the landlord's administration charge in respect of litigation costs for the reasons set out in this Decision.
- (5) The Tribunal determines that the Respondent shall reimburse to all of the Applicants the application and hearing fees they have paid to the Tribunal. This reimbursement must be made within 28 days of this Decision.

The Application

1. The Applicant sought a determination pursuant to section 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 and (where applicable) administration charges payable by the Applicants in respect of the service charge years 2021 to 2024 and estimated charge for 2025.

The Hearing

2. Jay Silva, leaseholder, appeared in person at the hearing on behalf of the Applicants. Additionally, Mitul Sudhir Patel appeared in person in relation to Flats 18 and 25, and further Manraj Singh Arora appointed both Jay Silva and Mitul Sudhir Patel to represent them.
3. The Respondent was represented by Andrew Gibbs-Ripley, Counsel. Noone attended to give evidence on behalf of the Respondent and so the Respondent relied on the written documents provided to the Tribunal and oral submissions made by Counsel.
4. 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.

Preliminary Issue – Application by Respondent to Participate in these Proceedings

5. The Respondent failed to produce case documents by 28 February 2025, and therefore pursuant to Directions given on 13 February 2025, the Respondent was automatically barred from further participation in these proceedings under Rule 9(1) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
6. On 4 March 2024, the Respondent produced their case documents. This matter was considered by a procedural judge who directed that the Applicants include the Respondent's documents in the hearing bundle in the event that the Tribunal panel hearing this matter decided to lift the bar in whole or part and/or any of these documents to be relied upon.
7. On 21 March 2025, the Respondent made an application to the Tribunal to lift the bar. This application was considered at the commencement of the hearing.
8. The Respondent submitted that, although the documents were submitted after the Tribunal deadline, the documents were actually only submitted one working day late. This was because the documents should have been provided by Friday 28 February 2025, but they were provided on Monday 3 March 2025.
9. The Applicants submitted that the bar should not be lifted; the Respondent should not be able to participate in the proceedings and the documents produced by the Respondent should not be considered. The Applicants confirmed that they had received the documents on Tuesday 4 March 2025 but that a significant proportion of the Respondent's comments was illegible and therefore impossible to respond to meaningfully. Further, the Applicants stated that there was still missing evidence. The Applicants confirmed that they had reviewed the documents but identified five specific invoices that remained missing. Finally, the Applicants submitted that the Respondent had repeatedly failed to comply with the Tribunal's Directions and that there was a continued pattern of behaviour designed to frustrate proceedings.
10. The Tribunal determined that the bar be lifted in full so that the Respondent's documents could be included and the Respondent could participate in these proceedings. This meant that the Tribunal would consider the documents provided by the Respondent which were at pages 951 to 2091 of the bundle. These documents included the Respondent's reply to the Schedule and relevant invoices. Further, the bar was lifted in full so that the Respondent could participate in these proceedings. In reaching this decision, the Tribunal considered the overriding objective as set out in Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and, in particular, Rule 3(2)(c) which requires the Tribunal to ensure, so far as practicable, that

the parties are able to participate fully in the proceedings. Whilst the Respondent provided the documents after the deadline, the Tribunal noted that the documents were provided to the Applicant on 4 March 2025. The Tribunal was therefore satisfied that the Applicants had had an opportunity to view the documents and therefore were not prejudiced. Further, although the Respondent had not attended to give evidence, the Tribunal would hear submissions from Counsel and attach appropriate weight to the Respondent's evidence. The Tribunal found that it was in the interests of justice to allow the documents to be considered by the Tribunal and hear representations from Counsel on behalf of the Respondent to ensure that all parties were able to fully participate in the proceedings.

The Background

11. The property which is the subject of this application is a five storey building which was re-developed and converted into 30 residential flats in approximately 2016. The flats were sold as leasehold properties for terms of 250 years.

The Leases

12. A sample lease was provided at pages 77 to 121 of the bundle. This lease was dated 1 June 2020 and related to Flat 4. It was not disputed that all relevant leases were in substantially the same relevant terms, and under paragraph 5 of Schedule 6 the landlord covenanted to ensure that every lease of the flats granted by the landlord for an original term of over 21 years was in substantially the same form as this lease.
13. Within the lease, Service Charge was defined as "a fair and reasonable proportion determined by the Landlord of the Service Costs". The Service Costs were listed in Part 2 of Schedule 7 to the lease. By paragraph 4 of Schedule 6, "Before the start of each service charge year, the Landlord shall prepare and send the Tenant an estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year. As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge [for] that Service Charge Year".
14. Insurance Rent was defined under the lease and is a fair and reasonable proportion of the cost of any premiums (including any insurance premium tax) that the landlord expends, and any fees or other expenses that the landlord reasonably incurs, in effecting and maintaining insurance of the Building.

The Issues in Dispute

15. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) Whether any sums are payable to the Respondent as it is an unregistered freeholder.
 - (ii) Save to the extent already agreed/determined, whether disputed costs were reasonably incurred (or reasonable in the case of the estimated charges for 2024/2025) and whether/what corresponding service charges are payable under the terms of the relevant lease.
 - (iii) Whether an order under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act should be made;
 - (iv) Whether an order for reimbursement of application/hearing fees should be made.
16. Having heard evidence and submissions from the Applicants and submissions on behalf of the Respondent and considered all of the documents provided, the Tribunal made determinations on the various issues as follows.

Whether any sums are payable to the Respondent as an unregistered freeholder

17. By letter to the Tribunal dated 22 November 2024, the Applicants submitted that the Respondent was not entitled to levy service charges as it had failed to establish their status as the legitimate landlord of the Property. Specifically, the Applicants stated that the Respondent had not fully explained why there had been a continued failure to register the Respondent as freeholder of the Property at the Land Registry. Further, the Applicants asked for evidence of equitable ownership (such as an unconditional sale contract and evidence of payment of the purchase price) to be provided by the Respondent.
18. The Tribunal directed that by 18 December 2024 the Applicants were to make any submissions in relation to the issue of ownership, particularly the issue of equitable ownership. The Respondent was directed by 8 January 2025 to provide submissions it relied upon as to the issue of equitable ownership.
19. The Applicants set out their position in their statement of case and particularly at pages 515 to 519 of the bundle. Specifically, the Applicants stated that although the Respondent had confirmed that it had purchased the Property on 6 May 2021, an invalid TR1 form had been submitted to the Land Registry and this lack of registration had meant, in the Applicant's view, that the Respondent lacked the necessary legal

rights to enforce the terms of the lease and impose service charges. Further the Applicants submitted that if the Respondent was relying on equitable ownership rights, there was no proof that the Respondent was the equitable owner and, even if it was, this would not confer the full rights of a legal owner therefore a person with equitable ownership would not be permitted to impose service charges. The Applicants therefore asked the Tribunal to find that the service charges imposed by the Respondent are invalid, and that all administration charges imposed are unenforceable.

20. In a witness statement dated 6 September 2024 (page 379 of the bundle), Ronni Gurvits on behalf of the Respondent stated: “we do not know why the transfer had not been registered but an application has been made multiple times to the Land Registry”. Counsel told the Tribunal that a further application had been submitted to the Land Registry and the status was showing as “pending”.

The Tribunal’s Decision - Whether any Sums are Payable to the Respondent as an Unregistered Freeholder

21. The Respondent stated that it had purchased the Property; however, the current registered proprietor of the freehold title remained Via Project 3 Limited. The Respondent was directed to provide a clear explanation of the delay in registering the transfer and the actions the Respondent was taking to resolve this. The Tribunal had before it a copy transfer deed dated 6 May 2021 from Via Project 3 Limited (page 381 to 383 of the bundle).
22. At page 460 of the bundle was produced a letter from the Land Registry dated 28 September 2023 which stated that the application affecting the Property had been rejected because the transfer had not been correctly executed by Via Project 3 Limited. A further letter dated 19 February 2024 (page 458 of the bundle) from the HM Land Registry and addressed to Eagerstates Ltd stated that the application that had been lodged was cancelled because the Land Registry did not receive a complete response to points raised in their requisition dated 22 June 2021. The Tribunal also had before it an email dated 24 March 2025 from the customer support at HM Land Registry which confirmed that there were three pending applications waiting to be processed against the title for the Property.
23. The Tribunal reminded itself of the limit of its jurisdiction, and in particular that this application had been brought to determine the payability and reasonableness of service charges. It is clear from the documents produced that there are pending applications at the Land Registry and this Tribunal cannot take the issue of registration further.
24. Section 24 of the Land Registration Act 2002 provides as follows:

Right to exercise owner's powers

"A person is entitled to exercise owner's powers in relation to registered estate or charge if he is –

- (a) The registered proprietor, or
- (b) Entitled to be registered as the proprietor."

25. The Tribunal is satisfied that, on completion, the Property belonged in equity to the purchaser. Further, section 24 of the Land Registration Act 2002 allows a person who is entitled to be registered as the proprietor to exercise owner's powers. Therefore, the Tribunal is satisfied, on the basis of the evidence presented to this Tribunal, that the Respondent had taken on the maintenance obligations for the Property and was entitled to require the Applicants to pay the service charges.
26. This Tribunal has therefore considered the payability and reasonableness of the service charges in accordance with section 27A of the Landlord and Tenant Act 1985.

Section 27A Landlord and Tenant Act Service Charge Applications

27. The Tribunal had before it four different schedules upon which the Applicants sought determinations as follows:
 - CAM/ooKA/LSC/2024/0009 - the disputed items ranged from years 2021 to 2024 and the estimate charge for 2025. The items in dispute were a mix of items that occurred year on year and items that were one off payments.
 - CAM/ooKA/LAC/2024/0001 – this related only to flats 18 and 25 and covers years 2021 to 2023.
 - CAM/ooKA/LSC/2023/0041 – this related only to flat 23 and covered service charge years 2021, 2023 and 2024
 - CAM/ooKA/LSC/2024/0064 – this related only to flat 15 and covered years 2021 to 2024.
28. The Applicants all sought determination of the issues set out in CAM/ooKA/LSC/2024/0009 (and this included the Applicant for case reference CAM/ooKA/LSC/2023/0063 as this application did not have its own schedule). The schedules other than CAM/ooKA/LSC/2024/0009 related to specific issues with specific flats.

29. In this decision, the Tribunal will first consider the issues set out in the schedule to case CAM/00KA/LSC/2024/0009 as these are common to all Applicants before turning to the schedules that relate to specific flats.
30. The Tribunal looked firstly at items that were disputed in more than one service charge year and sets out its decision in relation to these before turning to each item in dispute as set out in the schedule.

CAM/00KA/LSC/2024/0009: Insurance – Service Charge Year 2021 to 2025

31. The Applicants told the Tribunal that there were discrepancies with the insurance documentation as follows:
 - (i) The insurance policy for 2024 ran from 01/04/2024 to 31/03/2024 rather than 31/03/2025 (page 620 of the bundle). The Applicants therefore challenged the document's authenticity.
 - (ii) The formatting of the insurance documents was inconsistent with what would be expected from automatically generated documentation from legitimate underwriters.
32. Further, the Applicants stated that the insurance cost charged by the previous managing agent for the year 1 January 2020 to 31 December 2020 was £2,432 and that the estimated budget for 2021 was £4,312 (page 581 of the bundle). The Applicants stated that since the Respondent had taken over, the insurance cost had increased significantly from £7,865.08 (part year) in 2021, to £17,023.41 in 2022, £21,390.02 in 2023, £18,759.75 in 2024 and £19,697.74 estimated cost in 2025.
33. The Applicants asserted that because the Respondent owned multiple properties, the Respondent should have opted for a collective policy in order to achieve a lower premium at the Property. The Applicants further provided the Tribunal with alternative quotations as follows:

Year	Date quote obtained	Provider	Amount	Bundle Reference
2024	January 2024	David Oliver Associates	£4,884.14	Page 567
2021	September 2020	PEN Underwriting	£4,740.53	Page 584

34. The Applicants therefore submitted that insurance should have been capped at an average of the estimates obtained and further that the amount for 2024 should be dismissed as the policy was likely not to be enforceable.
35. The Respondent stated that insurance had been obtained for the Property and that this was therefore payable and reasonable. The Respondent further submitted that the charge for 2025 was an estimated amount which was close in amount to previous years and therefore was a reasonable estimated amount to demand.

Tribunal Decision - Insurance – Service Charge Years 2021 to 2025

36. In relation to the 2021 amount, the Tribunal notes that the budgeted amount for insurance set by the previous agent was £4,312. However, the Tribunal notes that this was a budgeted amount, although it would have been based on the amount charged for 2020. Additionally, the Tribunal has been provided with an alternative quote from PEN Underwriting (pages 582 to 592 of the bundle) of £4,740.53 for the period September 2020 to September 2021. The amount charged by the previous managing agent and PEN Underwriting are similar in amount, however, this can be contrasted with the amount charged by the Respondent, namely £7,865.08 for part year.
37. In light of this, the Tribunal is not satisfied that the Respondent tested the market to obtain a reasonable quotation and further, is not satisfied that the amount charged by the Respondent is reasonable. The Tribunal therefore reduces the amount payable for insurance in line with the alternative quotes provided and determines that £4,800 is payable for 2021. As the service charge became payable to the Respondent from May 2021, the Tribunal therefore finds that the pro rata amount payable for 2021 is £3,200.
38. The amount charged for insurance for 2022 by the Respondent was £17,023.41. Whilst the Tribunal has not been provided with alternative quotations for this period, it was clear that this amount was an increase from the amount of £2,432 charged in 2020 and the estimated budget for 2021 of £4,312. The Tribunal notes that the amount charged by the Respondent included an additional insurance premium of £588.26 because of an increase in the sum insured, it also included a broker's fee. The Tribunal was not provided with any evidence of the revaluation and no evidence that the Respondent had tested the market.
39. The Tribunal does not find that the amount of £17,023.41 was reasonable. Even allowing an increase for a revaluation of the building, the Tribunal finds that a premium of £17,023.41 was not in line with the premiums for 2020 and 2021. Using the Tribunal's own expert knowledge and also using the insurance amount for previous years, the

Tribunal substitutes the amount payable for insurance for 2022 as £9,000.

40. The amount charged for insurance for 2023 was £21,390.02. The Tribunal was not provided with alternative quotations for this period. Taking into account the amounts that the Tribunal found reasonable for previous years and taking into account an increase in price from 2022, the Tribunal finds that £9,500 would be a reasonable amount for the Property and therefore substitutes this amount as the amount payable for insurance for 2023.
41. The amount charged by the Respondent for insurance for 2024 was £18,759.75. The Tribunal noted that a different insurance company had been used for this year and that the insurance certificate was provided at page 620 of the bundle. However, the Tribunal was not provided with a policy schedule. The Tribunal accepted the submissions made by the Applicants that the period of insurance on the certificate was incorrect as it was stated as 01/04/2023 to 31/03/2024, but the Tribunal does not make a finding this would invalidate the insurance policy.
42. The Tribunal was provided with an alternative quote from 19 January 2024 to 18 January 2025 for £4,885.14 which the Tribunal takes into consideration. Given the lack of information provided as to the insurance policy, the Tribunal uses the amount that the Tribunal found reasonable for previous years, and taking into account an increase in price from 2023, the Tribunal finds that £9,800 would be a reasonable amount for the Property and therefore substitutes this amount as the amount payable for insurance for 2024.
43. Finally, the Tribunal was asked to determine the budgeted amount payable for 2025. Given that this is a budgeted amount, the Tribunal takes into consideration the amount it has determined for previous years and finds that an estimated amount of £10,000 would be reasonable and therefore substitutes this amount in place of the £19,697.74 charged by the Respondent.

Management Fee – Service Charge Year 2021 to 2025

44. The Applicants submitted that the amount charged for management fee was excessive. The previous management company had charged £6,237 in 2020 and had estimated the charge for 2021 as £6,424 for 2021. For the same period the Respondent's management fee was £9,360. The Applicants obtained a comparative quotation from Neil Douglas in January 2024 (pages 146 to 247 of the bundle) and asked the Tribunal to take this into consideration. This quotation was for the management of the Property at a cost of £7,020. The Applicants submitted that the

management fee should therefore be capped at no more than £7,020 for the years 2022, 2023, 2024 and for 2025. For 2021 the Applicants submitted that the amount should be halved as the Respondent took over the Property part way through the year meaning that £3,510 was payable.

45. The Respondent confirmed the management fee they were seeking as follows:

Service Charge Year End	Management Fee
2021	£9,360
2022	£9,540
2023	£9,720
2024	£9,828

Tribunal Decision - Management Fee – Service Charge Year 2021 to 2025

46. The Tribunal accepts the evidence of the Applicants that the management fee demanded by the Respondent was excessive. In reaching this decision the Tribunal takes into consideration the quotation obtained by the Applicants from Neil Douglas dated 26 January 2024. It is clear from the details of this quotation that Neil Douglas has considered the terms of the lease, site plan, and other relevant documents and has set out the level of service it would provide if asked to manage the Property (pages 657 to 667 of the bundle). This is in contrast to the information provided by the Respondent as, although the Respondent submitted that the management fee was reasonable for the amount of work carried out by them at the Property, the Tribunal was not provided with detail of what the management fee covered.
47. Taking into consideration the quotation provided by Neil Douglas, the amount charged by the previous managing agent and the Tribunal's own expertise in relation to management fee rates, the Tribunal determines that the management fee for the service charge year ended 2021 should be £7,500. This figure takes into account the size of the building (30 flats) and the nature of the building. The Tribunal is satisfied that having established this amount as the starting point for the year end 2021, the future years should be set in accordance with this starting point. The Tribunal finds that the Respondent provided no explanation as to why a

higher management fee was justified in any particular year and noted that the Respondent's own management fees increased year on year.

48. The Tribunal therefore finds that the following amounts are payable and reasonable for management fee:

Service Charge Year End	Management Fee
2021	£7,500 (1/2 payable - £3,750)
2022	£7,680
2023	£7,860
2024	£8,040

Fire Door Inspection – Year Ends 2021 and 2022

49. The Respondent provided the following invoices for fire door inspection for the service charge year ends 2021 and 2022:

- Service Charge Year End 2021 - £1,729.81 – two invoices.
 - Invoice dated 13 September 2021 for £1,387.20 (page 1015). The work was described as “attend site to carry out onsite inspection performed by a fire door inspector holding FDIS certification. Following the inspection of 33 fire doors as the above. Please note that we were unable to gain access to flats [11 flat numbers given]”.
 - Invoice dated 28 October 2021 for £342.61 (page 1016). The work was described as “attend site to carry out onsite inspection performed by a fire door inspector holding FDIS certification. Following the inspection of 3 fire doors as the above. Please note that we were unable to gain access to flats [8 flat numbers given]”.
- Service Charge Year End 2022 - £1,332.86 – two invoices.
 - Invoice dated 13 August 2021 for £884.40 (page 1361). The work was described as “attended site to replace

existing cylinder with new turn knob one and provide 100 Keys as requested”.

- Invoice dated 30 November 2021 for £448.46 (page 1362). The work was described as “attend site to carry out onsite inspection performed by a fire door inspector holding FDIS certification. Following the inspection of 2 fire doors as the above. Please note that we were unable to gain access to flats [6 flat numbers given]”.

Tribunal Decision - Fire Door Inspection – Year Ends 2021 and 2022

50. In relation to the 13 August 2021 invoice the Tribunal does not find it necessary for 100 keys to be provided. The Tribunal accepts the Applicants’ submission that only 27 keys would be needed as 3 flats did not require internal keys. The Tribunal therefore finds that the cost of the keys (£550) was not reasonable. Additionally, the Tribunal notes that £42 travel was charged. The Respondent did not provide any justification for this charge or provide an explanation as to why a local contractor was not used. The Tribunal therefore disallows this amount. Instead, the Tribunal determines that the amount of £260.50 is reasonable; this is made up of £112 for labour as per the invoice and £148.50 for keys.
51. Regarding the other three invoices, it was not clear why the invoice for August 2021 and November 2021 were within the year end 2021 and the invoices for September and October 2021 were within year end 2022. However, looking at the invoices in time order, it would appear that on 13 and 14 September 2021 33 fire doors were inspected but as access could not be gained to all flats, a further visit was made on 28 October when a further 3 fire doors were inspected. As access still could not be gained to all flats a further visit was made on 30 November when a further 2 fire doors were inspected. Following the final visit 6 fire doors were recorded as not inspected as “nobody answers their doors”. The invoices therefore record that the company spent four days inspecting fire doors at a cost of £2,178.27.
52. The Tribunal finds that this is not a reasonable amount for fire door inspection. The Tribunal was not presented with any evidence to justify why return visits were made and the steps the managing agent took to notify the tenants that access to their property would be required. The Tribunal therefore disallows the invoices for the visits on 28 October 2021 and 30 November 2021. Regarding the invoice of 13 September 2021 the Tribunal does not find the amount of £1,387.20 for fire door inspection reasonable. The Tribunal therefore reduces the amount payable to £500.

Electricity for Common Parts

53. The following charges were made by the Respondent for communal electricity:

Year	Amount	Bundle reference
2021	No charge made	
2022	£6,792.20	1241-1252 and 1250-1252
2023	£22,985.63	1420-1431
2024	£13,487.46	1645-1648
2025	£15,000 (budgeted amount)	

54. The Applicants told the Tribunal that the common parts consisted of a plant room with a water pump, a lift, general/emergency lighting, and a gate for the underground car park. It was the Applicants' position that most of the lighting appeared to be LED and the Applicants therefore submitted that this was a low electricity consumption form of lighting. The Applicants therefore submitted that they were not able to understand why the electricity charges were so high.
55. The Applicants further told the Tribunal that the bills provided by the Respondent were based on estimated readings and therefore were not accurate. It was the Applicants' evidence that the actual meter reading was below 90,000 KWH but that the readings that the Respondent was presenting to the utility company were considerably higher than this. This therefore meant that the amounts that were being billed were inaccurate and grossly inflated and the Applicants were being overcharged.
56. In support of this position, the Applicants took the Tribunal to page 707 of the bundle where there was presented a photograph of the meter showing a reading of 88,509. The Applicants submitted that this photograph related to a call to the Property made by Propertyrun contracts to carry out a condition report conforming to BS7671 Electrical Regulations and that this visit took place at the Property on 30/10/2024. The Applicants submitted that this photograph showed firstly that the meter at the Property did not provide decimal readings (the estimated

readings the Respondent relied on have all been in decimals). Secondly, the reading of 88,509 was considerably below the estimated reading contained in the electricity bill provided by the Respondent for the bill period 01/10/2024 to 31/10/2024 which had an estimated reading of 176,304.35.

57. Additionally, the Applicants stated that the consumption amounts further demonstrated that the estimated readings provided were not accurate. By way of example, for the period from 11 November 2023 to 18 January 2024 (a period of only two months), the consumption was 13,177.70 KWH.
58. Finally, the Applicants asked the Tribunal to note that the amount charged for communal electricity for the year 2020 was £1,200. It was therefore the Applicants' position that the communal electricity charges levied by the Respondent were not payable and for the year 2025, the Applicants asked the Tribunal to cap the amount payable at £4,000.
59. The Respondent had provided the following bills:

Period	Reading	Charge	Bundle Reference
10/08/2022 to 31/08/2022	94,778.00 (Estimated reading)	£1,938.88	Page 1652
01/09/2022 to 30/09/2022	98,417 (Estimated reading)	£2,836.64	Page 1653
01/10/2022 to 31/10/2022	102,617.50 (Estimated reading)	£1521.35	Page 1654
01/11/2022 to 30/11/2022	107,288.50 (Estimated reading)	£1688.8	Page 1420
01/12/2022 to 31/12/2022	112,459.30 (Estimated reading)	£1868.03	Page 1421

01/01/2023 to 31/01/23	117,592.90(estimated reading)	£1854.74	Page 1423
01/02/2023 to 28/02/2023	122,028.10 (estimated reading)	£1603.21	Page 1422
01/03/2023 to 31/03/2023	126,551.00 (estimated reading)	£1636.5	Page 1424
01/04/2023 to 30/04/2023	130,421.00 (estimated reading)	£3001.64	Page 1425
01/05/2023 to 31/05/2023	134,131.70 (estimated reading)	£2879.5	Page 1426
01/06/2023 to 30/06/2023	137,560.70 (estimated reading)	£2,661.85	Page 1428
01/07/2023 to 31/07/2023	141,007.90 (estimated reading)	£2,676.54	Page 1429
01/08/2023 to 09/08/2023	142,141.45 (estimated reading)	£883.39	Page 1430
10/08/2023 to 31/08/2023	144,629.65 (estimated reading)	£907.13	Page 1427
01/09/2023 to 30/09/2023	148,268.65 (estimated reading)	£1324.19	Page 1431

60. For the period 29 April 2021 to 21 June 2022 at page 1244 of the bundle, the Respondent provided a bill with a bill date of 7 July 2022 which showed a total energy cost of £251.84. For the period 10 August 2022 to 31 August 2022 a bill of £1,938.88 based on an estimated reading of 94,778.00 and for the period 1 September 2022 to 30 September 2022 a bill of £2,836.64 based on an estimated reading of 98,417.00, and for the

period 1 October 2022 to 31 October a bill of £1,521.35 based on an estimated reading of 102,617.60 (pages 1241 to 1252 of the bundle).

61. The Respondent provided monthly bills based on estimated readings for December 2023, January 2024, February 2024, March 2024, April 2024, May 2024, June 2024, July 2024, August 2024, September 2024, October 2024 (pages 1645 to 1658 of the bundle).

Tribunal Decision - Electricity for Common Parts

62. The Tribunal finds that the amount charged to the Applicants for electricity for the common parts was not accurate and therefore that the amount charged by the Respondent was not reasonable. In reaching this decision the Tribunal accepts the evidence of the Applicants and finds that the readings for the electricity bills within the bundle were based on estimated readings. This meant that the amount charged and passed on to the Applicants was not accurate. Further, the evidence submitted by the Respondent did not provide a complete picture of the electricity charged as for some periods the Tribunal was not provided with any bills.
63. The Tribunal also accepts the evidence of the Applicants that a photograph of the meter at page 707 of the bundle showed that the estimated readings upon which the bills were based were not accurate and further that the display on the meter did not give a decimal reading.
64. Additionally, there were several anomalies in the evidence presented by the Respondent. In particular, the period of July 2023 to August 2023 began with an estimated reading of 141,007.90 for the period 01/07/2023 to 31/07/2023. This was followed by an estimated reading for the period 01/08/2023 to 09/08/2023 of 142,141.45 and then for the period 10/08/23 to 31/08/2023 an estimated reading of 144,629.65 (pages 1427, 1429 and 1430 of the bundle).
65. The Tribunal further accepts the evidence of the Applicants that the amount charged by the previous managing agent was considerably lower than the amount charged by the Respondent. The Tribunal notes that electricity prices did increase over the period in question, namely 2022 to 2025; nevertheless, the Tribunal does not find that the cost of electricity for the common parts at the Property would be as the Respondent has set out.
66. Given the lack of information provided by the Respondent, the Tribunal has used its expertise and considered the charge for communal electricity for the Property. The Tribunal has taken as its starting point the charge of £1,200 for 2020 and, taking into account the fluctuation in the market for this period, finds that for the period 2022 the charge is £2,500, for 2023 the charge is £4,500, and for 2024 £4,000. The Tribunal accepts

the Applicants' evidence that the estimated charge for 2024 should be £4,000.

Tribunal Decision for the Disputed Items as detailed in the Schedule for CAM/ooKA/LSC/2024/0009

67. The findings relating to insurance, management fee, fire door inspection (2021 and 2022) and common parts electricity are entered into the Schedules below so that the Tribunal's determination on each item are clearly set out. In addition, the Tribunal records its findings and provides reasons against each item in dispute on the Schedule below.

Tribunal Findings – CAM/ooKA/LSC/2024/0009 – Service Charge Year End 2021

68. The Tribunal sets out its findings and reasons for the items in dispute for 2021 as follows:

Item	Cost	Tenants' Comments	Landlord's Comments	Decision	Tribunal Determination Amount Payable
Insurance (November 2021/2022 + brokers Fee	£7,865.08	Please refer to the statement of case	Please refer to the Statement of case	The Tribunal set out its decision in the section "Insurance" (above).	£ 3,200
Management Fee	£9,360	This figure is too high for 6 months of management. See statement of case	This covers the full year as the account is for the full year	The Tribunal sets out its decision in the "Management Fee" section (above).	£3,750
Accountant	£720	This figure is the same of 6 months that was charged for 12 months in the following years. Shouldn't it be half?	The provision was for 12 months expenses	The Tribunal finds, and it is not disputed by the Respondent, that the amount should relate to the period the Respondent took over the Property. The amount is reduced accordingly.	£360
Lift Maintenance & Contract	£4,242	Please refer to the statement of Case	All invoices provided	The Tribunal considered the invoices at pages 1001, 1002 and 1003. The Tribunal finds that the amount charged of £696 for 6 monthly	£4,242

				service visits reasonable.	
Door repainting	£650	We believe this was to repaint the plant room door which was graffities on. The cost to paint a single door seems astronomical	Cost as pre invoices. No alternative provided.	The Tribunal accepts the evidence of the Applicants and finds that the work completed was to a single plantroom door. The Tribunal, using its expert knowledge of what would be a reasonable costs for this work finds that £650 was excessive and substitutes the amount to £150	£150
Faulty Emergency Light Replacement	£1,032.00	The cost to replace a single emergency light is too high. Recent research showed that emergency lights similar to those found in the building cost circa £30, leaving the fitting costs at £1,002.00	Cost as per the invoice. No alternative quote provided.	The Tribunal accepts the evidence of the Applicants and finds that the cost for replacing an emergency light at a cost of £1,032.00 is not reasonable. Whilst the invoice is provided by the Respondent, the Tribunal is not satisfied that this is reasonable amount. The Tribunal accepts the evidence of the	£100

				Applicants and finds that the cost of the light would be approximately £30. Allowing for fitting, the Tribunal finds that £100 is reasonable.	
Fire Door Inspection	£1,729.81	We deem the cost of this survey to be too high as some non-compliances have remained unidentified, for example the use of non-compliant fire exit doors.	Copy of invoices and report attached.	See section "Fire Door Inspection (above) for Tribunal Decision and reasons.	£760.50
Fire Assessment Works	£1,050.00	We require evidence of what these works were as a recent Fire Brigade inspection found numerous and serious defects pre-dating the Landlord's tenure.	Invoice attached. No alternative quote provided.	The Tribunal considered the invoice at page 1107 and the corresponding photographs at 1108. The Applicants told the Tribunal that the work amounted to the installation of plasterboard on a small part of the building (approximately 8 metres by 1.5 metres). The Tribunal accepts the evidence of the Applicants that the amount	£350

				charged is not reasonable for the work completed and substitutes the amount payable to £350.	
--	--	--	--	--	--

Schedule for Case Reference CAM/00KA/LSC/2024/0009

Service Charge Year Ended 2022

69. The Tribunal sets out its findings and reasons in relation to the disputed items in the Schedule for the year end 2022 as follows:

Item	Cost	Tenants' Comments	Landlord's Comments	Tribunal Decision	Tribunal Determination Amount Payable
Insurance November 2022/2023 + Brokers fee and Additional Insurance premium due to increase sum insured.	£17,023.41	Please refer to the statement of case	Same as previous year.	The Tribunal set out its decision in the "Insurance" section (above).	£9,000
Management fee for the period December 2021/2022	£9,540	Please refer to the statement of case	Account show amount of work carried out.	The Tribunal sets out its decision in the "Management Fee" section (above).	£7,680

Fire Door Inspection	£1,332.86	No invoice provided	Invoices attached from Security Makers. One is mislabelled.	The Tribunal sets out its decision in the "Fire Door Inspection" section (above).	£0
Engineering Insurance	£577.98	No invoice provided	Attached	The Tribunal considered the policy at pages 1355 to 1359. The Tribunal accepts the policy was taken out and was reasonable.	£577.98
Replace Round Bulkhead Light	£483.59	No invoice was provided. And considering the cost of the light is circa £30, this leaves £453.59 for fitting, which we deem too high.	Invoice attached. Including callout and service of building.	The Tribunal considered the invoice at page 1369 which shows work for replacement of two lights and service of lights with a total charge of £483.59. The Tribunal accepts the evidence of the Applicant that no equipment was needed to access the lights and given the work involved the invoice was not reasonable. The Tribunal therefore reduces the amount to	£180

				£180 for servicing the lights and replacing two lights.	
Ground Floor Downlight replacement	£443.99	No invoice was provided. And Flat 4 replace one of its own lights (which are the same model) for £15. Leaving the fitting costs at £428.99. The lights are fitting with easy clip-on wiring, warranting 10 minutes of anyone's time. The fitting costs is deemed extortionate.	Invoice attached. Including callout and service of building.	The Tribunal considered the invoice at page 1379. The work completed included installing LED Downlight 1 st Floor Outside 13. However, the invoice at page 1369 was also for replacing the LED downlight outside 13. The light was therefore replaced on 23 March 2022 and then replaced again on 30 May 2022. The Tribunal does not find that this is reasonable. The Tribunal therefore allows for the installation of the LED downlight on the ground floor and minor works and therefore reduces this	£102.50

				invoice to £102.50.	
Back Door emergency call out and reattend to carry out repairs	£1,867.80	No invoice provided	Invoice	The Tribunal considered the invoice at pages 1392 and 1393. The Applicants told the Tribunal that the amount charged was excessive and would expect a maximum charge of £1,000 for ½ day labour and would expect the materials to be less than £385.50 as only the lock was refitted and replaced. The Tribunal finds that the work included an attendance by a contractor out of hours to complete “make safe” work and then a return visit. The Tribunal is satisfied that the work set out in the invoice was reasonable.	£1,867.80
LED lights replacement	£1,246.32	No invoice provided	Invoice	The Tribunal considered two invoices	£200

				namely one for £750 (page 1386) and £496.32 (page 1389). This invoice related to work to replace lights. Both invoices included work to replace the LED downlight outside 13. The Tribunal disallowed this amount as the light at no 13 was replaced and charged in March 2022. There also appeared to be a duplicated entry for the replacement of the light on the 1 st floor adjacent to the lift. The Tribunal therefore allowed for the replacement of 4 lights and reduces the amount payable to £200.	
AOV Key Switch	£600	No invoice provided	Invoice	The Tribunal considered the invoice at page 1381. The Tribunal	£400

				accepted the Applicants evidence that the cost of the switch would be around £114 and therefore this meant that the fitting charge was over £400. The Tribunal reduced the amount payable to £400 as the Tribunal found that this was a reasonable amount for the work completed.	
Common Parts Electricity	£6,792.20	No invoice provided		The Tribunal set out its decision in the section marked "Common Parts Electricity" (above).	£2,000
Common Parts fortnightly cleaning	£2,712.36	No invoice provided	Invoice	The Tribunal considered the 12 invoices at pages 1253 to 1264. The Tribunal finds that the amount charged for fortnightly cleaning was reasonable.	£2,712.36

Fire Health & safety testing service	£888.66	No invoice provided	Invoice	The Tribunal considered the invoice at page 1265 for the monthly amount for emergency lighting and AOV as well as the invoice at page 1291 for 6-month AOV and emergency lighting work. It was not clear to the Tribunal why a monthly amount was paid as well as a larger 6-month amount. The Tribunal therefore disallows the 6-month amount and allows for £36.96 x 12.	£443.52
Phone Line	£357.16	No invoice provided	Invoice	Having been provided with a copy of invoices (page 1319 to 1350), the Applicants accept the amount charged was reasonable.	£357.16
Lift Maintenance & Contract	£1,746	No invoice provided	Invoice	The Tribunal considered the invoices at page 1353 and 1354. The amount was	£1,746

				for service contract renewal £696 was the same amount charged in 2021 which the Tribunal found reasonable. The Tribunal also found the work for the lift repair at £1050 reasonable.	
Down Light Replacement	£210	No invoice provided	Invoice	The Tribunal considered the invoice at page 1363. This was a duplicate for the installation of the LED light at flat 13. This amount has therefore already been charged and so is disallowed.	£0
Refit door frame	£150	No invoice provided	Invoice	The Tribunal considered the invoice at page 1365 and the photograph at page 1366. The Applicants submitted to the Tribunal that the quality of the work was poor. The Tribunal	£150

				accepts that this is a reasonable charge for this work.	
Carpet cleaning	£882	No invoice provided	Invoice	Having seen the invoices at pages 1367 and 1368, the Applicants accepted this charge was reasonable.	£882
Down Light Replacement	£250	No invoice provided	Invoice	The Respondent accepted that this was not payable.	£0
Refit door frame	£380	No invoice provided	Invoice	The Respondent accepted that this was not payable as the invoice did not match the description of "refit door frame".	£0
Carpet Cleaning	£375	No invoice provided	Invoice	The Respondent accepted this was not payable as a charge for carpet cleaning had already been made.	£0
LED Emergency pack replacement	£444	No invoice provided	Invoice	The Respondent accepted that this was not payable and	£0

				was a duplication.	
Leak Investigation	£816	No invoice provided	Invoice	The Respondent accepted that this was not payable as it related to a private dwelling not a communal area.	£0

Tribunal Findings – CAM/00KA/LSC/2024/0009

Service Charge Year Ended 2023

70. The Tribunal sets out its findings and reasons in relation to the disputed items in the Schedule for the year end 2023 as follows:

Item	Costs	Tenants' Comments	Landlord's Comments	Tribunal Decision	Tribunal Determination Amount Payable
Insurance April 2023/2024 + broker's fee	£21,390.02	Please refer to the statement of case	Same as previous year.	The Tribunal set out its decision in the "Insurance" section (above)	£9,500
Emergency lighting works on external staircase	£720	The staircase referred is not in use nor accessible from the building in the event of a fire. Lighting is not	Please refer to FHS survey which advised the need for this.	The Tribunal considered the invoices at pages 1539 and photograph at page 1540 of the bundle and accepts the evidence	£0

		required. We do not agree this was necessary		of the Applicant that the staircase is not accessible. The narrative of the invoice is advisory stating that “emergency lighting should be reviewed...” and “ensure that there is adequate emergency lighting”. The Tribunal therefore does not find it reasonable for the Applicants to pay £720 for advice about lighting a staircase which is not in use.	
Fire Health & Safety Risk Assessment	£1,200	We dispute this was carried out to a satisfactory standard given the latest findings (2024) by the Fire Brigade.	Required by law. Fire Brigade found minor issues with property.	The Tribunal considered the two invoices at pages 1544 and 1545 both for £600. One invoice is dated 30 November 2022 and the other 15 November 2023. The Tribunal accepted the Applicants submission	£0

				that given the 2024 findings by the London Fire Brigade, the work was not carried out to a satisfactory standard. Further, no report of the findings of this report has been produced. The Tribunal therefore does not allow the cost of this work as it is not satisfied that the work was completed satisfactorily.	
Structural Testing of steel staircase	£3,020	Exactly what level of “structural testing” was completed for an unused staircase.	Refer to invoice and FHS survey	The Tribunal considered the invoice at page 1570 of the bundle. It is not clear what work has been completed. The description of the work states “The steel staircase should occasionally be structurally tested by a competent engineer”. No detail is provided by the	£0

				Respondent of the work that was completed. The Tribunal does not find that the charge of £1,020.00 is therefore reasonable.	
Management fee for the period December 2022/2023	£9,720	Please refer to the statement of case	Account show amount of work carried out.	The Tribunal set out its decision in “Management Fee” section (above).	£7,860
Common parts Electricity	£22,985.63	Please refer to the statement of case	As per invoices	The Tribunal set out its decision in the “common Parts Electricity” section (above).	£4,500
Ensuring that dry riser inlet is not blocked and relevant signage	£600	There was no additional signage and this should be part of the management fee	Refer to invoice	The Tribunal accepts the evidence of the Applicants that the charge for this work is unreasonable. The work completed is described as “ensure that the dry riser inlet is not blocked. The adjacent area should be kept obstruction free and not used for	£150

				<p>parking. Signage should indicate this". The Tribunal accepts the evidence of the Applicants that no signage has been provided and that the work to check the dry inlet would not justify a charge of £600. The Tribunal therefore substitutes the cost as £150.</p>	
Riser cupboard inspection	£1,140	We believe this should be part of the management fee as it is a visual inspection only.	Why part of the management fee? Has to be carried out by a competent contractor.	<p>The Applicants told the Tribunal that they did not understand why this was completed as a separate survey. In any event, the amount of £950 is not reasonable, therefore for the work completed within the description of the invoice The Tribunal reduces the amount</p>	£500

				charged to £500.	
Installation of electrical safety rubber mat	£720	The mat in question costs £60 from a retailer. £720 to merely lay a mat down (no fixtures or fixings) that does not even cover 50% of the area of the electrical cupboard is unacceptable.	Refer to invoice. No alternative quotes provided.	The Tribunal considered the invoice at page 1552 of the bundle with the description of “installation of 1000V Electrical Safety Rubber Matt” for a cost of £720. The Tribunal accepts the evidence of the Applicants that this work involved the purchase of a rubber mat and that the mat was simply laid on the floor – there were no fixtures and fittings. Further the Tribunal accepts the evidence of the Applicants that the mat was not fit for purpose as it not wide enough. The Tribunal therefore does not find this charge reasonable.	£0

Standard BNO Audit	£4,165.82	Please refer to statement of case	Please refer to statement of case	The Tribunal considered the invoice at page 1558 of the bundle and accepts the evidence of the Applicants that there is no justification for the audit costing £3,400 in 2023 and the same audit costing £2,375.50 in 2024 (page 1925 of the bundle). The Tribunal therefore reduces the cost of the audit to £2,375.50 and adds £71.52 for the full amount of the extra work completed on site to replace Hager Lock and Keys of £71.52.	£2,447.02
Decorating remedials to cracks	£1,800	The works were completed to a subpar standard leaving obvious patches (as seen in the evidence supplier by	1. cost as per invoice. 2. Pictures show works compelted. 3. No alternative quote	The Tribunal considered the invoice at page 1562 of the bundle and the photograph at pages 1564 and 1565. The Tribunal accepts the	£300

		the contractor). Additionally given this only covered a few patches, we deem the costs to be unreasonable for brushing a few spots		evidence of the Applicants that the work amounts to repairing cracks and patch up work. The Tribunal accepts the evidence of the Applicants that the work was completed to a poor standard and therefore reduces the amount payable to £300.	
Removal and replacement of flooring after water damage. 2.Triming and refitting of swollen doors. 3.Repairs to severely water damaged wall	£1,620 £1,800 £1,380	1.This should, in our view have been claimed from the insurers of the building. 2. Comments were made by the contractor in the invoice as follows: "Due to the length from the quote until works were approved there was far greater damage upon return". This, in our view, puts some of	Indeed, there was a claim Ref:4502061286. However, payment was not received in time of the accounts and so was charged to SVC. Delays caused by approval from insurance company.	The Tribunal accepts the evidence of the Applicant that this was damage within one flat and therefore is not a service charge. In any event it appears from the Respondent's comments that this was covered by insurance and therefore the Tribunal finds that this amount is not payable.	£0

		the liability on the managing agent for causing unnecessary delays and not carrying out the management to an acceptable standard.			
--	--	---	--	--	--

Tribunal Findings – CAM/00KA/LSC/2024/0009

Service Charge Year Ended 2024

71. The Tribunal sets out its findings and reasons in relation to the disputed items in the Schedule for the year end 2024 as follows:

Item	Cost	Applicants' comments	Landlord's comments	Tribunal Decision	Tribunal Determination Amount Payable
Insurance April 2024/2025 + Broker's fee	£18,759.75	Please refer to statement of case	Same as previous year	The Tribunal set out its decision at the "Insurance" section (above).	£9,800
Common Area Electricity	£13,487.46	Please refer to statement of case	As per invoicing	The Tribunal set out its decision at the "Common Parts Electricity" section (above).	£4,000

Window Cleaning	£2,160	This is 33% higher than in 2023 which seems to be a very unreasonable increase with no material changes to the building.	Refer to invoicing (pages 1689,1691,1694 and 1696.	The Tribunal accepts the evidence of the Applicant that the amount is not reasonable and accepts that there is no justification for the amount being 33% higher than the 2023 charge. Using its expert knowledge, the Tribunal reduces the amount by 1/3.	£1,440
Annual BNO inspection	£2,964.60	We do not believe BNO inspections to be required annually based on advice from alternative property managers	Please refer to statement of case	The Tribunal accepts the evidence of the Respondent that the inspection was justified and work was completed to repair broken seals, and install security tags and seals to unmetered equipment. (bundle page 1925)	£2,964.60
Installation of emergency lighting to external staircase	£1,800	The staircase in question is not in use and not accessible in the event of an	As per invoice	The Tribunal considered the invoice and photograph at pages 1939 and 1940 and	£600

		<p>emergency as all the exists were closed off as part of the conversion works.</p> <p>Additionally, the lights installed are already heavily damaged with rust, etc...from general rainfall.</p> <p>They do not work. We do not believe we should be liable for works that were subpar and unnecessary.</p> <p>Also, why were these needed in addition to the works in 2023?</p>		<p>the submissions of the parties. The Tribunal accepts the evidence of the Applicants that this work was to instal four solar lights. The Applicants told the Tribunal that the cost of each light was £50 and that installation would take the maximum price to £600. The Tribunal therefore reduces the amount for this item £600</p>	
Management fee for the period December 2023/2024	£9,828	Please refer to the statement of case	Account show amount of work carried out.	The Tribunal set out its decision at the “Management Fee” section (above).	£8,040
Repairs to loose hinges on fire doors	£1,500	This cost to readjust hinges seems excessive for the number of doors evidences, which	<p>1. refer to invoice. (page 1931)</p> <p>2.No alternative quote</p>	The Tribunal considered the invoice and photographs at pages 1931 to 1934 of the bundle. The Tribunal	£150

		appears to be 4 or less		accepts the evidence of the Applicants that the work completed was to tighten loose hinges. In particular the Tribunal notes that there were no replacement hinges were fitted. The Tribunal therefore finds the cost of £1,500 is not reasonable and instead substitutes a charge of £150 as a reasonable charge for the work completed.	
Electrical cupboard fire remedial works	£1,500	Evidence by the same photos as the line item above, we do not believe this to have been completed. All riser doors have the same mechanisms as originally installed prior to the Landlord's tenure and all the doors remained	1. refer to invoice.(Page 1918) 2.No alternative quote	The Tribunal considered the invoice at page 1918 and the photographs at pages 1919 to 1921. The photographs at pages 1919 to 1921 were identical to the photographs at pages 1932 to 1934. The photographs at pages 1919 to 1921 were used to	£0

		<p>unlocked. Altogether £3,000 for hinge adjustments appears to be excessive.</p>		<p>support an invoice from Easi Repair dated 17 January 2024 and the identical photographs at pages 1932 to 1934 were used to support the invoice from Superior Facilities Maintenance dated 30 November 2023 (the previous item in this Schedule). Whilst the text on the invoice at page 1918 was different to the text of the invoice at page 1931, both invoices were for £1,500 and the work in both invoices included work to ensure that hinges were secure. The Tribunal therefore finds that the work at page 1918 is a duplication of the work already completed under the invoice at</p>	
--	--	---	--	---	--

				page 1931 dated 30 November 2023 and therefore finds that this amount is not payable.	
Communal area touch ups	£1,050	The works were completed to an incredibly poor standard and we do not believe the cost is justified.	Images appear to show completed works.	The Tribunal considered the invoice at page 1942 and the photographs at pages 1943 to 1947. The Tribunal accepts the evidence of the Applicants that the work completed was to touch up patches and that the touch-up work was poor in standard as the patches where the work was completed were visible. In light of this and in light of the amount of work completed, the Tribunal finds that the cost of £1,050 is not reasonable and therefore finds that £300 is the appropriate	£300

				amount payable given the amount of work completed and the quality of the work.	
--	--	--	--	--	--

Tribunal Findings – CAM/00KA/LSC/2024/0009

Service Charge Year Ended 2025 – Estimated Charges

72. The Tribunal sets out its decision and reason in relation to the estimated charges as follows:

Item	Cost	Applicants' comments	Landlord's comments	Tribunal Decision	Tribunal Determination Amount Payable
Insurance April 2025/2026 + brokers fee	£19,697.74	Refer to statement of case	Same as previous year.	The Tribunal set out its decision at the "Insurance" section (above).	£10,000
Communal Area Electricity	£15,000	Refer to statement of case	Reasonable estimate based on previous year	The Tribunal set out its decision at the "Common Parts Electricity" section (above)	£4,000

Schedule for Case Reference CAM/ooKA/LAC/2024/0001

73. The Applicant, Mitul Sudhir Patel appeared at the hearing and gave evidence to the Tribunal, and also provided a witness statement, final submissions and Schedule.
74. Mitul Sudir Patel told the Tribunal that he was a director of SBVM Investments Limited. His application related to Flats 18 and 25 and he wished to make points that were specific to these flats in addition to the points that were addressed as part of case CAM/ooKA/LSC/2024/0009 as set out above.
75. The Tribunal noted that many of the issues raised in the Schedule for CAM/ooKA/LAC/2024/0001 fell outside the jurisdiction of this Tribunal. Specifically, the Tribunal was not able to consider ground rent, and amounts that have already been settled by another court. The Tribunal has however set out its findings in relation to matters that fall within its jurisdiction within the Schedule (below).
76. As a general comment, the Applicant told the Tribunal that the Respondent has not provided accurate statements. In particular the Applicant took the Tribunal to a number of invoices sent from the Respondent that had #### rather than accurate information. By way of example, at page 806 of the bundle, the total left outstanding was stated as #### and at the statement at page 810 the date was given as ####. As set out below, the Tribunal was not able to consider this as the matter had been settled in another court, however, the Respondent will need to ensure that invoices that are sent are accurate.

Schedule for Case Reference CAM/ooKA/LAC/2024/0001

Service Charge Year Ended 2021

77. The Tribunal set out its findings in relation to the schedule for service charge year end 2021 as follows:

Item	Cost	Applicants' Comments	Landlord's comments	Tribunal Decision	Tribunal Determination
					Amount Payable

Flat 18 – Ground Rent	£250	Amount overstated; should be £125. The Respondent confirmed that they would not be seeking previous arrears and only from the date of management. Declare overcharge invalid and request the Respondent to update the charge from the date of management. See statement of case.	Ground rent is not in jurisdiction of Ft-T.	The Tribunal does not have jurisdiction in relation to ground rent, however the Tribunal would comment that if a full year has been charged incorrectly the account should be corrected.	This is not within the Tribunal's jurisdiction.
Flat 18 – service charge (SVC)	£620.38	Amount overstated; should be £441.11 which was reflected on statement from the previous management company. Declare overcharge invalid and request the respondent to either remove the charge as confirmed that he would not be seeking previous arrears or change to £441.11.	This has not been claimed from the leaseholder.	The Respondent has confirmed that this has not been claimed from the leaseholder. This should therefore be reflected in the 2021 statement.	£0

		See statement of case.			
Flat 18 – Notice of Proceedings	£120 dated 30/07/2021	<p>No notice received.</p> <p>Declare this charge invalid. The Applicant sent multiple emails to the respondent to provide further clarity on outstanding amounts due, therefore the charge is unreasonable. See statement of case.</p>	<p>Settled under judgement. A County Court Judgement dated 12 February 2023 has been obtained. See email 1/3 bank statement dated 12/12/23</p>	<p>The Tribunal is not able to consider this matter as it has already been decided by another court.</p>	
Flat 18 – Administration Costs	£480 Dated 16/08/2021	<p>Unreasonable charge as a payment was made on 28/07/2021 of £658.28 to cover service charge until Dec 2021.</p> <p>No justification provided for the admin costs despite multiple emails correspondences.</p> <p>Declare charge invalid unless a detailed breakdown is provided. See statement of case</p>	<p>Settled under judgement</p>	<p>The Tribunal is not able to consider this matter as it has already been decided by another court.</p>	

Flat 18 – payment	£125 dated 29/07/2021	<p>Money sent to Eagerstates but payment not reflected on statement despite confirmation of receipt by Eagerstates.</p> <p>Payment was made as Eagerstates advised that was the only amount left for me to settle.</p> <p>Refund the amount of £125.00</p> <p>See statement of case</p>	Settled under judgement	The Tribunal is not able to consider this matter as it has already been decided by another court.	
Flat 18 – Ins arrears	£238.76	<p>Overcharge as no details provided as to the date this was from. Previous statement from agent shows charge was £68.05.</p> <p>Declare overcharge invalid and request the respondent to either remove the charge as confirmed that he would not be seeking previous arrears or</p>	Settled under judgement.	The Tribunal is not able to consider this matter as it has already been decided by another court.	

		change to £68.05. See statement of case.			
Flat 25 – payment	£125 dated 29/07/ 2021	Money sent to Eagerstates but payment not reflected on statement despite confirmation of receipt by Eagerstates. Payment was made as Eagerstates advised that was the only amount left for me to settle. Refund the amount of £125. See statement of case	See statement which shows this.	The Tribunal's jurisdiction extends to determining the payability and reasonableness of service charges. The Tribunal is not able to determine whether this payment has been credited. It will be for the Applicant and Respondent to complete an analysis of the payments in light of the Respondent's comment that this payment has been credited.	

Schedule for Case Reference CAM/00KA/LAC/2024/0001

Service Charge Year Ended 2022

Item	Cost	Applicants' Comments	Landlord's comments	Tribunal Decision	Tribunal Determination Amount Payable
Flat 18 – Debit from December 2020/2021 dated 06/12/2021	£1,773.23	Amount overstated; as includes disputed SVC, GR and charges. Declare the SVC arrears, GR arrears and charges as invalid and revise the amount to £783.28. See statement of case	Settled under judgement. See email and statement	The Tribunal is not able to consider this matter as it includes an amount already decided by another Court, as well as ground rent.	
Flat 18 – Outstanding GR up to Dec 2021	£125	Amount overstated; should be £0 as ground rent payment of £125 was made on 04/08/2021 and £125 was what the respondent due. Declare charge invalid and request the respondent to remove the charge as confirmed that the	Settled under judgement see email and statement	The Tribunal is not able to consider this matter as it includes ground rent which is not within the Tribunal's jurisdiction.	

		would only be seeking charges from management date. See statement of case.			
Flat 18 – Total due	£3,276.33	Amount overstated, the respondent confirmed that only £639.67 was due which the Applicant settled on 21/09/2022. Declare the charge invalid and request the respondent to recalculate. See statement of case.	Settled under judgement. See email and statement.	The Tribunal is not able to consider this matter as it includes an amount already decided by another Court.	
Flat 25 – Debit from December 2020/2021 dated 6 December 2021	£575.21 dated 16/08/2021	Unreasonable charge with no transparency of charge details. Declare charge invalid as the 2021 statement should no outstanding charge in the 2021. See statement of case.	Account shows £627.70 as received as per statements which credited a balancing charge.	The Tribunal's jurisdiction extends to determining the payability and reasonableness of service charges. Given the judgement obtained the Tribunal does not have sufficient information to determined	

				whether this payment has been credited. It will be for the Applicant and Respondent to complete an analysis of the payments in light of the Respondent's comment that this payment has been credited.	
Flat 25 Outstanding GR up to Dec 2021	£125	Amount overstated; should be £0 as ground rent payment of £125 was made on 04/08/2021 and £125 was what the respondent due.	Not in jurisdiction	Ground rent payment is not within the jurisdiction of the Tribunal. The Tribunal notes that the Respondent must ensure that ground rent payments are credited as ground rent payments and not credited as service charge payments.	
Flat 25 – Notice of	£120	Unreasonable charge. Declare	Amount incurred due to non-	Whilst the Tribunal does not	

proceedings		charge invalid as the Applicant sent several emails to the respondent requesting details of outstanding amount of £775.91 but none was provided. See statement of case	payment of GR as per statement.	have jurisdiction in relation to ground rent, the Tribunal has commented above that accounts must be accurate. The Respondent will need to deduct this amount if, as the Applicant asserts, the ground rent is not in arrears.	
Flat 25 – Total due	£2,145.91	Amount overstated, as this includes arrears from previous statement which showed there were no arrears. Declare the charge invalid and request the respondent to recalculate. See statement of case.	Amount due as per account.	The Tribunal is not able to make findings in relation to the ground rent and therefore is not able to consider the detail of the account. However, page 962 of the bundle shows the amount the Respondent says is outstanding for this period. The Applicant and Respondent	

				<p>must reconsider this account to ensure that the ground rent amount is accurate and deduct notice of proceeding if the account is not in arrears. The Tribunal notes that the entry for 06/12/2021 states ground rent for January 2022 as £250 outstanding whereas the Applicant states the amount has been paid. Parties are therefore urged to consider this account again outside this Tribunal hearing.</p>	
--	--	--	--	---	--

Schedule for Case Reference CAM/00KA/LAC/2024/0001

Service Charge Year Ended 2023

Item	Cost	Applicants' Comments	Landlord's comments	Tribunal Decision	Tribunal Determination Amount Payable
Flat 18 GR January 2022	£250	Amount overstated; as GR was paid on 29/12/2022	Not in jurisdiction	Ground rent is not within the jurisdiction of the Tribunal. Parties are however asked to consider this issue outside of this Tribunal	
Flat 18 – Debut from December 2021/2022 dated 6.12.2001	£3,254.95	Amount overstated; as amount contains incorrect entries (as per 2021 and 2022 charges being disputed) and not what was shown in the 2022 statement	All amount credited. Part of judgement.	The Tribunal does not have jurisdiction given that a judgement has been obtained in relation to part of the sum. The Respondent and Applicant will need to work together to ensure that the account is accurate.	
Flat 18 – notice of proceeding	£120	Unreasonable charge added to the statement.	Costs incurred due to nonpayment of GR	The Tribunal's jurisdiction does not extend to a determination of ground rent. However, parties will need to ensure that	

				payments have been properly credited as ground rent and service charge payments.	
Flat 18 – cost (01/03/2023)	£1,321	Unreasonable and invalid charge added to the statement. Declare charge invalid as there was an on-going dispute of the SVC amounts and the respondent went to an obtained a CCJ without information the Respondent, their appointed solicitors and going through a Tribunal. See statement of case.	Settled under judgement	This is outside the Tribunal's jurisdiction as judgement has been obtained in another court.	
Flat 25 – Notice of proceeding (903/05/2023)	£120	Unreasonable charge added to the statement. Applicant sent several emails to the respondent requesting details of outstanding amount and	Amount included due to non payment of GR	The Tribunal is not able to determine this matter as ground rent is outside its jurisdiction. However, parties will need to ensure that ground rent	

		to correct statements so payment can be made, but the Respondent was not responsive.		has been credited to the correct account.	
Flat 25 – debit from December 2021/2022 5/12/2022	£2,145.91	Amount overstated; as amount contains incorrect entries (as per 2021 and 2022 charges being disputed) and not what was shown in the 2022 statement (figure £358.06). Declare charge invalid and request the respondent to recalculate charge based on decision for disputed charges in 2021 and 2022. See statement of case.	All payments accounted for as per schedule.	It is not possible for the Tribunal to determine the amount outstanding on the basis of the information supplied. Following this decision, the service charge amounts will need to be reconsidered in any event. Parties will need to reconcile the amount outstanding once the accounts have been considered again.	

78. Within the Applicant's final submissions, the Applicant requested that the Tribunal order the Respondent to reimburse the solicitors' fees paid by the Applicant to a firm of solicitors that he engaged to try to resolve issues with the service charge account. This is not within the Tribunal's jurisdiction as this was outside these Tribunal proceedings. Further, the

Applicant's request for compensation is not something the Tribunal can consider.

Schedule for Case Reference CAM/00KA/LSC/2023/0041

Service Charge Year Ended 2021

79. The Tribunal considered the Applicant's statement of case at pages 759 to 800 of the bundle. The Applicant for this matter (case reference CAM/00KA/LSC/2023/0041) did not attend the hearing and so the matter was dealt with on the basis of submissions only.
80. The Tribunal sets out its decision and reasons for the service charge year ending 2021 as follows:

Item	Cost	Applicants' Comments	Landlord's comment	Tribunal Decision	Tribunal Determination Amount Payable
1	£938.33	This is the difference in cost between estimated and actual service charge for 2021, equivalent to double the estimate and a 219.8% increase over the previous year. Admin charges (of which there is no breakdown,) appear to have been added for sending threatening letters. Tenant has already paid £603 as directed by the FTT in 2021 for	No prima facie case. Charge as per account and invoices.	The Tribunal has set out its determinations regarding the disputed service charge amounts – see Schedules for CAM/00KA/LSC/2024/0009.	Amounts determined by the Tribunal are set out above.

		the half-year estimated service charges, which the FTT considered “unreasonable” at the time but was made thanks to a voluntary offer by the tenant. The tenant regards it as highly unreasonable for her to pay more.			
2	£250	Ground rent payment made by the tenant and acknowledged by Eagerstates own statement, then subsequently “shifted” to service charge payment and consistently demanded again on every invoice since.	Not in jurisdiction as GR.	Ground rent is not within the jurisdiction of the Tribunal. The Applicant may wish to seek their own independent legal advice.	

Schedule for Case Reference CAM/00KA/LSC/2023/0041

Service Charge Year Ended 2023

81. The Tribunal set out its decision for the issues in dispute for service charge year ending 2023 as follows:

Item	Cost	Applicants’ Comments	Landlord’s comment	Tribunal Decision	Tribunal Determination

					Amount Payable
1	£2,315.61	Incorrectly calculated debit on invoice dated 6.12.2023. Incorrect as two payments of £744.01 were made but not acknowledged. Only a single payment of £705.22 was acknowledged. The tenant does not offer any further payment as a total of £1,488.02 was paid for 2023 service charges, a sum regarded as unreasonable and which will be contested.	All payments accounted for on statement. No prima facie case.	This Tribunal's jurisdiction is to consider whether or not service charge payments are payable and reasonable. The issues raised by this Applicant are therefore outside the Tribunal's jurisdiction. The Applicant may wish to seek their own independent legal advice.	
2	£250	Outstanding Ground Rent for 2021 demanded, but already paid, so not outstanding.	GR not in jurisdiction.	Ground rent is not within the jurisdiction of the Tribunal. The Applicant may wish to seek their own independent legal advice.	
3	£360	3 demands of £120 each for possession proceedings. Please see	GR not in jurisdiction.	The Tribunal has not been provided with copies	

		statement of case.		of these demands. However, in the light of this decision the Respondent will need to reconsider the service charge accounts and will need to review carefully any demands made.	
--	--	--------------------	--	---	--

Schedule for Case Reference CAM/00KA/LSC/2023/0041

Service Charge Year Ended 2024

Item	Cost	Applicants' Comments	Landlord's comment	Tribunal Decision	Tribunal Determination Amount Payable
2	£6,317.38	This amount (which again includes "outstanding Ground Rent" already paid,) is a total given without details. It appears to be an amalgamation of previous years incorrect accounts, as well as an	No prima facies case raised. All payments accounted for (accounts provided).	The Respondent will need to review the service charge demands in light of this decision.	

		incorrectly summated 2024 account. The applicant demands a full account of the sums demanded and received from the start of Assethold's alleged acquisition of Napier House, to year end 2024, in order to justify this sum, the accuracy of which the applicant strenuously denied.			
--	--	--	--	--	--

Schedule for Case Reference CAM/00KA/LSC/2024/0604

Service Charge Year Ended 2021

82. The Applicant in case reference CAM/00KA/LSC/2024/0604 did not attend the hearing or provide a witness statement and so this matter was determined on submissions only.
83. The Applicant provided detail, particularly in their statement of case and final submission, regarding issues with the calculation of their service charge account. Many of the points raised were outside the jurisdiction of the Tribunal. However, now the Tribunal has made its determination as set out above (CAM/00KA/LSC/2024/0009), the Respondent will need to adjust the service charge accounts in line with the decision.

84. For completeness, the Tribunal sets out its decision in relation to the matters raised in the Schedule as follows:

Item	Cost	Applicants' Comments	Landlord's comments	Tribunal Decision	Tribunal Determination Amount Payable
Arrears from previous agent	2,442.71	<p>Amount overstated: £2,442.71. No breakdown provided. The Applicant disputes the arrears of £2,442.71 claimed by the respondent, which pertain to charges from a previous agent.</p> <p>In reference to the previous ruling dated 8 February 2022 (CA/00KA/LSC/2021/0051), it was determined that the service charges claimed to be due prior to 6 May 2021 – when the respondent purportedly purchased the freehold – were not payable to the respondent. The ruling specified that only the second half of the estimated service</p>	Was not charged, see attached account dated 6 December 2021	The Tribunal has made its decision in relation to the service charge year 2021 and the account must reflect that decision.	

		charges for 2021 was due. See statement of case.			
Payments made	4,414.4	Overpayment of £4,414.4 due to incorrect invoicing. No acknowledgement of overpayment. Refund overpayment of £4,414.4 to the Applicant. See statement of case.	Accounted for all payment received for service charge on accounts.	This Tribunal's jurisdiction extends to determining the payability and reasonableness of the service charges.	
Notice of Proceedings	120	No notice received. Declare this charge invalid unless justified with supporting evidence. See statement of case.	Copy attached	If the service charge is not outstanding this charge will need to be removed.	
Administration	480, dated 16.08.21	Lack of breakdown; unreasonable charge	Email dated 26/11	If the service charge is not outstanding this charge will need to be removed.	
Costs		No justification or breakdown provided. Declare charge invalid unless a	Payment made following agreement	If the service charge is not outstanding this charge	

		<p>detailed breakdown is provided.</p> <p>See statement of case.</p>		will need to be removed.	
Solicitor's Costs	600, dated 16/08/21	<p>No communication received; unclear if costs relate to Respondent's legal fees or a third party.</p> <p>No justification or breakdown provided.</p> <p>Declared charges invalid unless justified with a detailed breakdown and supporting evidence.</p> <p>See statement of case.</p>	Payment made following agreement	If the service charge is not outstanding this charge will need to be removed.	
Correct Total Invoice Amount	2,090.73	<p>Correct total should consist of £500.00 ground rent, £1,351.97 service charge and £238.76 for insurance.</p> <p>Respondent has overcharged without justification.</p> <p>Declare the invoice amount invalid and adjust to the</p>	All payments accounted for.	The service charge accounts will need to be amended to reflect the decisions of this Tribunal.	

		correct total of £2,090.73			
		See statement of case.			

Schedule for Case Reference CAM/00KA/LSC/2024/0604

Service Charge Year Ended 2022

Item	Cost	Applicant's Comments	Landlord's comment	Tribunal Decision	Tribunal Determination Amount Payable
1	1,699.24	Balance claim discrepancy : The Respondent issued an email claiming a balance due of £1,699.24 on the accounts. Despite numerous requests from the Applicant, the Respondent has failed to provide: A statement or breakdown	All accounts have been provided and payments allocated.	This is a matter which is beyond the jurisdiction of this Tribunal. The Applicant should seek their own independent legal advice.	

		<p>of this amount.</p> <p>Any valid, bona fide demands for:</p> <p>Service charges</p> <p>Ground rent</p> <p>Insurance</p> <p>Receipts for any payments made to date for the period in question.</p> <p>See statement of case.</p>			
--	--	--	--	--	--

Schedule for Case Reference CAM/00KA/LSC/2024/0604

Service Charge Year Ended 2023

Item	Cost	Applicants' Comments	Landlord's comment	Tribunal Decision	Tribunal Determination Amount Payable
1	11,019.25	Payment Demand Discrepancy: On 07/06/2024, the Applicant received an	All accounts have been provided and	This is a matter which is beyond the jurisdiction of this Tribunal. The	

		<p>email demanding a payment of £11,019.25. Despite multiple requests from the Applicant, the Respondent has failed to provide:</p> <p>A statement or breakdown of this amount.</p> <p>Any valid, bona fide demands for:</p> <p>Service charges</p> <p>Ground rent</p> <p>Insurance</p> <p>Receipts for any payments made to date £8,505.13 for the period in question.</p> <p>See statement of case.</p>	<p>payments allocated.</p>	<p>Applicant should seek their own independent legal advice.</p>	
--	--	---	----------------------------	--	--

2	1,150.00	<p>Ongoing Harassment and Threats:</p> <p>The ongoing harassment, uncooperative behaviour, and the constant confusion surrounding the ever-changing balances have caused the Applicant considerable stress. This situation has consumed valuable time, detracting from both professional and personal life over the last three years. Therefore, the Applicant requests compensation for the time spent addressing this matter, including preparing for this FTT application, in the amount of £1,500.00, which includes the £110.00 fee for Ft-T. See</p>	Not in jurisdiction	<p>The Tribunal's jurisdiction extends to determining the payability and reasonableness of service charges.</p> <p>The issue of refund of application fee is dealt with in this decision (below).</p>	
---	----------	---	---------------------	---	--

		statement of case.			
--	--	--------------------	--	--	--

Schedule for Case Reference CAM/00KA/LSC/2024/0604

Service Charge Year Ended 2024

Item	Cost	Applicants', Comments	Landlord's comments	Tribunal Decision	Tribunal Determination Amount Payable
1	7,947.93	Payment Demand Discrepancy : on 20 December 2024, the Applicant received from the Respondent as part of the Tribunals request a statement dated 3 December 2024. The statement claims to have been sent via email and post, making the statement fictitious. The statement has a line item	Not in jurisdiction	The service charge accounts will need to reflect the decision of this Tribunal.	

		<p>unexplained balance of £7,947.93 labelled as “Received on Account December 2023/2024” . No breakdown or justification provided for this amount. The Applicant request the Respondent to provide a transparent breakdown of the £7,947.93 amount. See statement of case.</p>			
2	9,946.53	<p>Unexplained balances</p> <p>Additionally , page 2 of the statement lists a line item titled “Left on Account” for £9,946.53. The Applicant seeks clarification on what this balance represents and why it has been included in the</p>	<p>See accounts and this relates quite clearly. All account & statement provided</p>	<p>The service charge accounts will need to be amended to reflect the decision of this Tribunal.</p>	

		<p>statement without explanation.</p> <p>Lack of Proper Statements and Unjustified Growth of Balances. The last two statements received from Eagerstates are simply emails stating that an outstanding balance exists:</p> <p>On 7 June 2024, and email demanded a payment of £11,019.25.</p> <p>On 12 April 2022, a similar email stated an outstanding balance of £1,699.24.</p> <p>The Applicant has repeatedly requested proper statements of breakdowns</p>			
--	--	--	--	--	--

		<p>to explain how the balance has grown from £1,699.24 in 2022 to £11,019.25 in 2024. Eagerstates has failed to provide any such statements or explanations over the past few years, despite the Applicant making regular requests.</p> <p>See statement of case.</p>			
3	750.00	<p>The applicant has paid £750.00 on the 31 December 2024 as per the statement dated 3 December 2024 which (only received on 20 December 2024 via the Tribunal submission request). The Applicant seeks</p>	GR no in jurisdiction	The service charge accounts must accurately reflect the amount of service charge payable.	

		<p>clarification regarding the outstanding ground rent for £500.00 mentioned in the statement, as no break down has been provided.</p> <p>See statement of case.</p>			
--	--	--	--	--	--

Application under s.20C of the 1985 Act, Paragraph 5A of Schedule 11 of Commonhold and Leasehold Reform Act 2002 and refund of fees

85. The Applicants made an application for a refund of the fees that they had paid to the Tribunal by way of an application and hearing fees. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal orders the Respondent to refund the fees paid by the Applicants to the Tribunal within 28 days of the date of this decision. In reaching this decision, the Tribunal notes the findings that it has made as set out above and exercises its discretion to order that the Respondent refunds the Applicants.
86. 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.
87. The Applicants also made an application for an order under 5A of the Commonhold and Leasehold Reform Act 2002. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 that the Applicants

shall not be liable to pay an administration charge in respect of litigation costs.

Wasted Costs

88. At the conclusion of the hearing, the Applicants made an application for wasted costs under section 29(4) of the Tribunal, Courts and Enforcement Act 2007. The Applicants stated that this application was made on the ground that the Respondent did not have legal standing to levy service charges. The Applicants sought £75.19 in printing costs and £432.43 for external printing costs, which the Applicants clarified included the cost of having the hearing bundles printed by a printing company.
89. The Respondent submitted that a wasted costs order should not be made because the Respondent's conduct did not meet the standard that must be reached before the Tribunal can impose wasted costs. The Respondent reiterated its position that an application for registration was pending at HM Land Registry.
90. The Tribunal has considered *Willow Court Management Company (1985) Limited v Mrs Ratna Alexander [2016] UKUT 0290 (LC)*. The Tribunal has reminded itself that before a costs award can be made, the Tribunal must be satisfied that there has been unreasonableness. The Tribunal's powers to order a party to pay costs may only be exercised where a party has acted "unreasonably".
91. The Tribunal is not satisfied that the Respondent's conduct has been unreasonable on the basis of the application made by the Applicants. The Respondent has told this Tribunal that an application is pending at HM Land Registry. The Respondent has therefore completed work and provided services and levied service charges accordingly. The Tribunal is therefore not satisfied that the Respondent's conduct has been unreasonable on the basis of the wasted costs application made by the Applicants.

Name: Judge Bernadette MacQueen **Date:** 12 May 2025

Schedule One – Applicants

Name	Property
-------------	-----------------

Shabbir Hussain Badami and Yasmin Kanwal	Flat 2 and Flat 30
Samyra Rashid	Flat 23
SBVM Investments Limited	Flat 18 and 25
Ashish Investments Limited	Flat 21 and Flat 26
RSM Property Limited	Flat 12 and Flat 19
Martin Gavin Orlando Skeete	Flat 7
Pyramid Court Investments Limited	Flat 14 and Flat 28
Amarjit Adeel Singh	Flat 20
Muhammad Adeel Sabir	Flat 27
Farkana Ltd	Flat 5
Bloombrand Fusions Ltd	Flat 3 and Flat 17
Dave Singh Limited	Flat 24
JDHL Ltd	Flat 9
Jay Silva	Flat 4
Manraj Singh Arora	Flat 15

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).