



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

Case reference : **LON/00AD/LSC/2021/0033**

Property : **Flat 20B, Upper Wickham Lane, Welling
DA16 3HE**

Applicant : **Mrs Aphroze Ramtoola**

Representative : **Mr Tawfik Ramtoola**

Respondent : **Assehold Limited**

Representative : **Mr Cullen, counsel**

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

Tribunal members : **Judge Tagliavini
Mr S Wheeler**

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

Date of hearing : **9 April 2025**
Date of decision : **12 May 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines the following items of service charge are not reasonable and are not payable by the applicant:
 - (i) Administration fee in respect of work to alleged s.20 work in respect of drains in 2019/2020 that were not in fact subject to s.20 consultation.
 - (ii) Management fee for 2022/2023 is to be reduced to the sum previously charged; i.e. 20% of £1,464.00.
 - (iii) Fees for 2 failed BNO visits are disallowed in 2019/2020
 - (iv) All fees for cleaning of bins disallowed ie. 2021; 2022 and 2023.
- (2) The tribunal finds all other service charges demanded for the period 2017 to 2025 are reasonable and payable by the applicant.
- (3) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 or para 5 of sch. 11 of the Commonhold and Leasehold Reform Act 2002.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ('the 1985 Act') as to the amount of service charges and administration charges pursuant to para. 5 of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 ('the 2002 Act') in respect of the service charge years 2017 to 2025.

The hearing

2. The Applicant was represented by her husband. Mr Tawfik Ramtoolah at the hearing and the Respondent was represented by Mr Cullen, counsel.

The background

3. The property which is the subject of this application is a self-contained ground floor studio ('the property') situate in a block of 5 flats over commercial premises.
4. The tribunal did not consider that an inspection was necessary, nor would it have been proportionate to the issues in dispute.

5. The Applicant holds a long lease of the property which requires the landlord to provide services and obtain insurance and the tenant to contribute 'a fair and reasonable proportion' towards their costs by way of a variable service charge which the Respondent has determined is 20% of the total costs incurred. The specific provisions of the lease will be referred to below, where appropriate.
6. Although the Applicant sought the tribunal's determination on issues of ground rent, this is not within the jurisdiction of the tribunal and therefore could not be considered or determined. The Applicant had also sought damages for loss of rental income and works and which are also outside of the tribunal's jurisdiction

The issues

7. At the start of the hearing the parties identified the relevant issues for determination by the tribunal were as follows:
 - (i) The payability and/or reasonableness of service charges for the years:

2017-2018; 2018-2019; 2019-2020; 2020-21; 2021-2022; 2022-2023; 2023-2024 and 2024-2025 (estimated).
 - (ii) The heads of service charge disputed for each service charge year were set out in multiple schedules produced by the Applicant.
8. The Applicant alleged that the Respondent had improperly charged for service charge items having regard to the limited area occupied by the subject property and disproportionate. The Applicant asserted that many of the sums claimed by the Respondent were fictitious and that the tribunal should not consider the items of service charge individually, but should look at the 'bigger picture' and relate them to the value and surface area of the property. The Applicant also invited the tribunal to compare the service charges with those the Applicant was obliged to pay for another flat owned by a social landlord.
9. The Respondent relied on the invoices, demands and documents provided in the joint hearing bundle of 947 pages to demonstrate the services charges had been properly incurred and demanded.
10. 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:

The tribunal's decisions and reasons

11. In reaching its decision the tribunal is required to look at the terms of the lease to establish what heads/items the Applicant is contractually bound to contribute. Clause 8 of the lease requires the Applicant to contribute to a number of items by way of service charges and administration charges as insurance.
12. The tribunal finds it is not appropriate to compare the service charges for this property with the service charges incurred by another, different property as suggested by the Applicant. The tribunal preferred to have regard to the invoices provided by the Respondent and photographs of various works being undertaken or completed works. Although the Applicant made wide-ranging allegations of works not being done or not done properly or being unnecessary and complained of inflated prices, the tribunal finds these allegations were not substantiated on the balance of probabilities.
13. Consequently, overall the tribunal preferred the evidence of the Respondent to that of the Applicant as it was able to demonstrate that the costs had been properly incurred in accordance with the terms of the lease; the works had been carried out; the works were of a reasonable standard and were of a reasonable cost.
14. The tribunal finds the lease permits the Respondent to rely on an accountant for the preparation of accounts and that the fee charged is reasonable. The tribunal also found the management fee charged was in the range of reasonable being in the region of £300 per annum. The tribunal disagrees with the Applicant's submission that these services should be performed by the same person and the fees amalgamated .
15. The tribunal finds the insurance additional insurance charges (the latter being incurred due to the period over which the insurance is placed does not 'marry up' with the service charge year), is reasonable and payable. The tribunal finds the alternative insurance quote relied upon by the Applicant was not a 'like for like' comparative quote on which it was reasonable to rely.
16. The tribunal also makes the following findings in respect of each of the service charge years disputed by the Applicant.

Service charge year 2017-2018

The tribunal's decision

17. The tribunal determines that the disputed items of service charges in respect of insurance and management fee have been reasonably incurred and are payable by the Applicant .

Reasons for the tribunal's decision

18. The tribunal finds the Respondent has reasonably relied on its broker to seek quotes for the insurance of this building as part of the Respondent's portfolio. The tribunal also finds the management fee is within the range of reasonableness for the services provided by the Respondent's managing agent.

Service charge year 2018-2019

The tribunal's decision

19. The tribunal finds the disputed service charges in respect of insurance; additional insurance; quarterly window cleaning; 6 monthly drain service; survey for insurance re-evaluation; fire health and safety testing; fitting of stair tread; descaling of drains; accountant's fees and management fees are reasonable and payable by the Applicant.

Reasons for the tribunal's decision

20. The tribunal finds these costs were supported by documentary evidence relied upon the Respondent that demonstrated these costs had been reasonably incurred. In addition photographs, invoices and reports demonstrated variously these services were provided to the Applicant.

Service charge year 2019-2020

The tribunal's decision

21. The tribunal finds the disputed service charges in respect of insurance, quarterly window cleaning; 6-month drains service and repairs; fire health and safety risk assessment; emergency light repair; surveyor's inspection of rear escape and advice; drain repair and unblocking (s.20 works); electrical repairs; repair to floor tiles; accountant's fee and management fee have been reasonably incurred and are payable by the Applicant.

Reasons for the tribunal's decision

22. The tribunal finds these costs were supported by documentary evidence relied upon the Respondent that demonstrated these costs had been reasonably incurred. In addition photographs, invoices and reports demonstrated variously these services were provided to the Applicant.

Service charge year 2020-2021

The tribunal's decision

23. The tribunal finds the disputed service charges in respect of insurance, quarterly window cleaning; drains service and repairs; mould and damp investigation; fire health and safety risk assessment; welding and spraying of loose rail and investigations into (water) ingress; drains CCTV survey; leak investigation; accountant's fee and management fee have been reasonably incurred and are payable by the Applicant.
24. The tribunal finds the fee charged for bin cleaning has not been reasonably incurred and is not payable by the Applicant.

Reasons for the tribunal's decision

25. The tribunal finds these costs were supported by documentary evidence relied upon the Respondent that demonstrated the majority of these costs had been reasonably incurred. In addition photographs, invoices and reports demonstrated variously these services were provided to the Applicant. However, the tribunal finds the provision of bin cleaning to have been unreasonably incurred and disallows this cost in full.

Service charge year 2021-2022

The tribunal's decision

26. The tribunal finds the service charges disputed in respect of insurance; additional insurance; quarterly window cleaning; fire health and safety testing; 6-months drains service; surveyor's fee for insurance re-valuation; roof works (s.20); rainwater goods cleaning and local repair; removal of vegetation from rendering and repairs; preparation by surveyor of planned maintenance schedule; repairs to spalling on brickwork; accountant's fees and management fees have been reasonable incurred and are payable by the Applicant.
27. The tribunal finds the cost of bin cleaning has been unreasonably incurred and is not payable by the applicant.

Reasons for the tribunal's decision

28. The tribunal finds these costs were supported by documentary evidence relied upon the Respondent that demonstrated these costs had been reasonably incurred. In addition photographs, invoices and reports demonstrated variously these services were provided to the Applicant

Service charge year 2022-2023

The tribunal's decision

29. The tribunal finds the disputed service charges in respect of insurance; quarterly window cleaning; fire health and safety testing; drains service and repairs; gutter cleaning; weed cutting; inventory report; fire health and safety testing; replacement of emergency light; standard BNO audit; installation of floodlights; connection of external electrics; steel staircase lighting; cushioning of sharp metal brackets; drone survey of roof; BNO advanced audit; repair to BNO; electrical specification; roof repairs; supply and fitting of safety signage; accountant's fee and management fee have been reasonably incurred and are payable by the Applicant.
30. The tribunal finds the cost of bin cleaning has been unreasonably incurred and is not payable by the applicant.

Reasons for the tribunal's decision

31. The tribunal finds these costs were supported by documentary evidence relied upon by the Respondent that demonstrated these costs had been reasonably incurred. In addition photographs, invoices and reports demonstrated variously these services were provided to the Applicant.

Service charge year 2023-2024

The tribunal's decision

32. The tribunal finds the disputed service charges in respect of insurance; quarterly window cleaning; fire health and safety testing; drains service and repairs; gutter cleaning; securing of floor tiles on upper floor; covering of metal brackets; accountant's fees and management fees have been reasonably incurred and are payable by the Applicant.

Reasons for the tribunal's decision

33. The tribunal finds these costs were supported by documentary evidence relied upon by the Respondent that demonstrated these costs had been reasonably incurred. In addition photographs, invoices and reports demonstrated variously these services were provided to the Applicant.

Service charge year 2024-2025 (estimated)

The tribunal's decision

34. The tribunal finds the disputed service charges in respect of insurance; quarterly window cleaning; fire health and safety testing; drains service

and repairs; gutter cleaning; fire health and safety risk assessment; electrical work (s.20) account's fees and management fees have been reasonably incurred and are payable by the Applicant.

Reasons for the tribunal's decision

35. The tribunal finds the alternative insurance quote relied upon by the Applicant was not a 'like for like' quote and therefore did not provide an alternative on which the Applicant could reasonably rely. The tribunal also finds the Respondent's demands for service charges are supported by documentary evidence of the services having been provided to the Applicant.

Application under s.20C

11. In the application form/ in the statement of case/ at the hearing, the Applicant/ Respondent 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 not just and equitable to make an order.

Name: Judge Tagliavini

Date: 12 May 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).