



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

**Case reference** : **LON/00BB/LSC/2024/0102**

**Property** : **3 Maplin Road, Victoria Docks, E16 3EJ**

**Applicant** : **Holding & Management (Solitaire)  
Limited**

**Representative** : **Alex Lawson, Counsel instructed by JB  
Leitch, solicitors**

**Respondent** : **Nana Kodwu Ogua Yie Aggrey**

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

**Type of application** : **Transfer from County Court 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  
Mr S Wheeler, MCIEH, CEnvH**

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

**Date of hearing** : **18 February 2025**

**Date of decision** : **26 February 2025**

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**DECISION**

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## **Decisions of the Tribunal**

- (1) The Tribunal determines that the sum of £1,642.07 is payable by the Respondent in respect of the service charges for the year ending 31 December 2022.
- (2) The Tribunal determines that the sum of £1,683.25 is payable by the Respondent in respect of the service charges for the year ending 31 December 2023.
- (3) The Tribunal makes the determinations as set out under the various headings in this Decision.
- (4) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of these Tribunal proceedings may be passed to the lessees through any service charge.
- (5) Since the Tribunal has no jurisdiction over county court costs and fees, this matter should now be referred back to the County Court.

## **The Application**

1. The Applicant issued proceedings in the County Court on 28 April 2023 under claim number K1CW27Q7. The claim was as follows:

Service charge	£2,983.46
Administration Fees	£305.00
Administration Fees (costs)	£1,557.00
Interest	£188.40

2. On 23 January 2024, DDJ M Perry made an order to transfer the matter to the First-tier Property Chamber to deal with the issue of payability and reasonableness of the Service Charges and Administration Charges. Once the Tribunal had made its decision, the case was to be sent back to the County Court so that it could deal with any other outstanding matters.

## **The Hearing**

3. At the hearing, the Applicant was represented by Alex Lawson, Counsel, while Anthea Nicholas, Property Manager at FirstPort Property Services Limited appeared to give evidence. The Respondent appeared in person,

and Ademola Giwa, owner of lower Flat 1, Widgeon Close (which is the flat below the Property) appeared to give evidence.

4. On 7 February 2025, the Applicant had applied to the Tribunal on Form Order 1 to seek permission to adduce a further witness statement of Anthea Nicholas which was also dated 7 February 2025. The Applicant had made this request as, on 17 January 2025, the Respondent had filed the witness statement of Ademola Giwa but this had been after the Tribunal deadline of 5pm. As the witness statement had been filed out of time, the Applicant stated that they had not been given the opportunity to respond.
5. A copy of the statement had been sent to the Respondent in advance of the hearing and he had had time to consider it. The Respondent did not object to the additional statement being adduced.
6. The Tribunal was satisfied that the additional statement should be admitted. The Applicant had served the statement on the Respondent and the Respondent had had time to consider it in advance of the hearing and raised no objection to its inclusion. The Tribunal accepted the Applicant's position that the further witness statement responded directly to the questions asked of the Applicant in the witness statement of Ademola Giwa. The Tribunal therefore found that its inclusion met the overriding objective to deal with cases fairly and justly. In reaching this decision, the Tribunal considered rule 3(2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and found that by allowing the additional statement to be admitted, parties were able to participate fully in the proceedings.

## **The Background**

7. The Applicant was the registered freehold owner of 3 Maplin Road, Victoria Docks, London, E16 3EJ (the Property). This Property formed part of the development known as "land and buildings on the south side of Maplin Road, the west side of Golden Plover Close and the south side of Chevron Close, Custom House". The title was registered under title number EGL343289 (pages 54 to 59 of the bundle).
8. The Respondent was the leasehold owner of the Property under HM Land Registry title number EGL313977 (pages 16 to 17 of the bundle). The Applicant was therefore the Respondent's immediate landlord. The Respondent's ownership of the Property was subject to a lease dated 25 June 1993 for a term of 125 years from 1 June 2001 and made between (1) The Mayor and Burgesses of the London Borough of Newham, (2) Barratt London Limited, (3) Arnold John Court and Kay Margeurite Margerum and (4) Holding & Management (Solitaire) Limited (the Lease).

9. The Applicant was also the management company responsible under the Lease for the management and maintenance of the Property. The service charges in relation to the Property were managed by FirstPort Property Services Limited.
10. The Property which was the subject of this application was a one bedroom 1<sup>st</sup> floor flat. The ground floor flat, despite being part of the same building, had an address of 1 Widgeon Close and this was why the service charge accounts were described as “1 Widgeon Close & 3 Maplin Road”. Each flat had a separate entrance, and it was agreed that there were no internal communal areas.
11. Neither party requested an inspection and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute. The Respondent provided the Tribunal with 12 photographs of the Property and surrounding area.

### **The Lease**

12. A copy of the Lease was at pages 20 to 52 of the bundle. Service charge was defined by clause 1.6 as “a sum equal to one half (1/2) (or such other proportion as may be determined pursuant to Part 1 of the Fourth Schedule) of the aggregate Annual Maintenance Provision for the whole of the Block for each maintenance year computed in accordance with Part II of the Fourth Schedule”. It was not disputed that, for the service charge years which were the subject of these proceedings, the Respondent had been responsible for 50% of the relevant service charge for 1 Widgeon Close & 3 Maplin Road.
13. At clause 3.1 of the Lease, the Respondent covenanted with the Applicant to pay service charges by two equal instalments in advance on the half-yearly days. There was a mechanism for adjustment set out at clause 3.1.3. Paragraph 2(a) of Part 1 of the Third Schedule stated that, if the service charge was unpaid for twenty-one days after becoming payable, interest would be charged. Further, at Paragraph 2(b) of Part 1 of the Third Schedule, the Respondent covenanted to pay all costs and expenses incurred by the Company or Company’s solicitors in connection with proceedings brought.

### **The Issues**

14. The referral from the County Court had been in relation to **estimated** charges for the service charge years ending 31 December 2022 and 31 December 2023; however, because of the passage of time, the **actual** amounts that were payable were now available. It was agreed by all parties that the most effective use of the Tribunal hearing would be for the Tribunal to make determinations on the actual amounts given that the estimated amounts had now been superseded.

15. At the start of the hearing, the parties identified the relevant issues for determination as follows:

- (i) The payability and/or reasonableness of service charges for year ended 31 December 2022 as set out in the table:

<b>Service Charge Item</b>	<b>Amount (Actual) (£) for 1 Widgeon Close &amp; 3 Maplin Road</b>	<b>50% amount payable by Respondent for the Property 3 Maplin Road</b>
Monitoring Service	2.44	1.22
Insurance	477.93	238.97
Insurance Terrorism	86.75	43.38
Insurance Revaluation	504.00	252
General Maintenance	75.00	37.50
Management Fees	606.00	303.00
Accounts Preparation Fee	136.00	68.00
Audit/Accounts Certification Fee	31.99	16.00
Contribution to contingency Reserve	1,674.00	837.00

- (ii) The payability and/or reasonableness of service charges for year ended 31 December 2023 as set out in the table:

<b>Service Charge Item</b>	<b>Amount (Actual) (£) for 1 Widgeon Close &amp; 3 Maplin Road</b>	<b>50% amount payable by Respondent for the Property 3 Maplin Road</b>
Monitoring Service	4.34	2.17
Insurance	339.68	169.84
Insurance Terrorism	59.43	29.72
Management Fees	624.00	312
Accounts Preparation Fee	140.00	70
Audit/Accounts Certification Fee	44.96	22.48
Legal and Professional Fees	13.20	6.60
H & S and Risk Assessments	31.09	15.55
Contribution to Reserve	2,247.00	1,123.50

### **Items Agreed**

16. The Respondent confirmed that he agreed that the following amounts were payable for year ended 31 December 2022:

General Maintenance	75.00	37.50
Accounts Preparation Fee	140.00	70

Audit/Accounts Certification Fee	44.96	22.48
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17. The matters in dispute for the year ending 31 December 2022 were therefore:

- a. Monitoring Service
- b. Insurance
- c. Insurance Terrorism
- d. Insurance Revaluation
- e. Management Fees
- f. Contribution to Contingency Reserve

18. The Respondent confirmed that he agreed that the following amounts were payable for the year ended 31 December 2023:

Accounts Preparation Fee	140.00	70
Audit/Accounts Certification Fee	44.96	22.48
H & S and Risk Assessments	31.09	15.55

19. The matters in dispute for the year ending 31 December 2023 were therefore:

- a. Monitoring Service
- b. Insurance
- c. Insurance Terrorism
- d. Management Fee
- e. Legal and Professional fee
- f. Contribution to Contingency Reserve

20. There was no dispute that the service charge demands had been properly made or that the items were payable under the Lease. The issue for the Tribunal was the reasonableness of the amounts.

21. Having heard evidence and submissions from the parties and considered all the documents provided, the Tribunal has made determinations on the various issues as follows.

**Monitoring Service for Year Ended 31 December 2022 - £2.44 and Monitoring Service for Year Ended 31 December 2023 – £4.34**

22. The Applicant confirmed that the monitoring service was an out of hours emergency service that was available to residents when the FirstPort office was closed. Anthea Nicholas confirmed that residents were notified of this service in their initial welcome packs, and also that an explanation of the service was given on the online portal that leaseholders could access. Additionally, if leaseholders telephoned the FirstPort contact number out of hours, they were directed to the out of hours service.
23. The Respondent told the Tribunal that he was not aware that such a service existed and that when his Lease had commenced, he had not been told about this service. The Respondent further stated that he had never been given a number to telephone.

**The Tribunal's Decision - Monitoring Service for Year Ended 31 December 2022 - £2.44 and Monitoring Service for Year Ended 31 December 2023 – £4.34**

24. The Tribunal determines that the amount payable in respect of monitoring service is payable under the Lease and reasonable. The Tribunal accepts the evidence of the Applicant that details of this service were provided on the online portal and also on the FirstPort telephone number when a call was made out of hours.
25. The Tribunal determines that the amount of £2.44 for the year end December 2022 and £4.34 for the year end December 2023 was reasonable. The service ensured that leaseholders had peace of mind even when the FirstPort office was closed.

**Insurance for Year Ended 31 December 2022 - £477.93 and Insurance for Year Ended 31 December 2023 – £339.68**

26. Anthea Nicholas on behalf of the Applicant told the Tribunal that an insurance broker had been used to find the best price for insurance. Further, as stated in the covering letter sent to leaseholders, an explanation for a rise in insurance costs had been changes to the insurance industry. The letter had further explained that fewer insurers wanted to underwrite real estate insurance and that an increase in claims had resulted in higher premiums. Additionally, the Applicant confirmed that the insurance cost had also included the government's Insurance Premium Tax which had resulted in policies being more expensive.
27. The Respondent told the Tribunal that the amount charged had been excessive. He stated that leaseholders had their own insurance and therefore to have a further policy that was expensive and had to be paid



through the service charge was unreasonable. Further the Respondent stated that the Property was a one bedroom flat, and it was his view that many other companies would be able to provide cheaper insurance. The Respondent did not have an alternative quote to put before the Tribunal.

**The Tribunal's Decision - Insurance for Year Ended 31 December 2022 - £477.93 and Insurance for Year Ended 31 December 2023 – £339.68**

28. The Tribunal determines that the amount payable in respect of insurance was reasonable. The Tribunal accepts the evidence of the Applicant that a broker had been used to obtain the best price and that increases in the industry had led to higher prices. Whilst the Respondent stated that the price was excessive, the Respondent did not put before the Tribunal any alternative quote. The Tribunal therefore accepted the evidence of the Applicant that the price was market tested and reasonable.

**Insurance Terrorism for Year Ended 31 December 2022 - £86.75 and Insurance Terrorism for Year Ended 31 December 2023 – £59.43**

29. The Applicant submitted that this additional terrorism cover was required as a matter of prudence given the Property was located in London.
30. The Respondent stated that this amount was not necessary and should be included as part of the insurance premium, not charged as an additional amount.

**The Tribunal's Decision - Insurance Terrorism for Year Ended 31 December 2022 - £86.75 and Insurance Terrorism for Year Ended 31 December 2023 – £59.43**

31. The Tribunal determines that the amount payable was reasonable and in doing so accepts the Applicant's evidence that a broker was used to find the best price. The Tribunal finds that terrorism cover was reasonable given the Property's location.

**Insurance Revaluation – for Year Ended 31 December 2022 only - £504.00**

32. The Applicant told the Tribunal that insurance revaluation was necessary to ensure that the insured amount was accurate. This was not something that happened every year, but was something that needed to be completed at regular intervals.
33. The Respondent told the Tribunal that this amount was excessive and not a reasonable amount.

**The Tribunal's Decision - Insurance Revaluation for Year Ended 31 December 2022 only - £504.00**

34. The Tribunal determines that, whilst insurance revaluation was prudent and necessary, the amount of £504 (£252 for the Property) was not reasonable. The Property was a one bedroom flat and therefore an insurance revaluation exercise would not be complex. The Tribunal, using its expertise, therefore reduced the amount payable to £300 (£150 for the Property).

**Management Fee for Year Ended 31 December 2022 - £606 and Management Fee for Year Ended 31 December 2023 - £624**

35. The Applicant confirmed that the management fee was charged to cover the service that FirstPort provided to residents. Anthea Nicholas explained that this would cover activities such as visiting the property to see if maintenance was required. The Tribunal was referred to the standard letter sent to leaseholders which explained that the management fee was the fee paid to FirstPort “to manage your development communications, development management and regulatory compliance” (pages 293 and 294 of the bundle).
36. The Respondent told the Tribunal that it was his view that the amount charged was excessive given that the Property was a one bedroom flat with no trees. Additionally, the Respondent stated that the communication from FirstPort was inadequate, as discussed at paragraphs 48 and 49 below. Whilst the Respondent did not have alternative quotes to put before the Tribunal, he stated that £100 plus VAT per property would be what he considered to be a reasonable management fee.

**The Tribunal's Decision - Management Fee for Year Ended 31 December 2022 - £606 and Management Fee for Year Ended 31 December 2023 - £624**

37. The Tribunal accepts the evidence of the Applicant in relation to the work completed by the management company and accepts that this would include external inspections of the Property. However, the Tribunal notes that the Property does not have communal areas and the block consists of only two one bedroom flats. Further, that the communication from FirstPort was inadequate as detailed in paragraphs 50 and 51 below. The Tribunal reduces the yearly amount payable for years ending 31 December 2022 and 31 December 2023 to £500 (£250 for the Property).

**Contribution to Contingency Reserve for Year Ended 31 December 2022 - £1,674.00 and for Year Ended 31 December 2023 - £2,247**

38. The Applicant told the Tribunal that it was a necessary part of prudent property management to have a reserve fund for work that may be required at the Property.
39. The Respondent told the Tribunal that each year he had to pay into the reserve fund, yet he did not know how much money was held in the contingency reserve. The Respondent said that it was only as part of these proceedings that he had been told the amount held in the reserve. Further the Respondent stated that he had already been paying insurance for the Property and so it could not be acceptable that he had to pay so much as a reserve fund contribution as well.

**The Tribunal's Decision - Contribution to Contingency Reserve for Year Ended 31 December 2022 - £1,674.00 and for Year Ended 31 December 2023 - £2,247**

40. The Tribunal accepts the evidence of the Applicant that a fund was necessary to cover non annual expenditure such as external works, and to ensure that sufficient funds were maintained to carry out essential and significant works. Further, the Tribunal accepts that, because the service charge was paid in advance, it was necessary for a healthy reserve fund to be maintained. Additionally, the Tribunal notes that FirstPort could not demand interim service charges under the Lease and therefore needed to maintain a healthy reserve fund.
41. Whilst the Tribunal has determined that the amount payable as contribution to the reserve for the year end 2022 and 2023 was reasonable, the Tribunal notes the amounts that are held in the reserve and encourages the Applicant to ensure that this is taken into consideration when future demands are made. At page 349 of the bundle the total reserve fund amount was set out in the accounts for the year to 31 December 2021 as £9,060.74 for 1 Widgeon Close and 3 Maplin Road. Further at page 365 the total reserve fund amount was set out in the accounts for the year to 31 December 2022 as £10,855.48 for 1 Widgeon Close and 3 Maplin Road. Further at page 380 of the bundle the total reserve fund amount was set out in the accounts for the year to 31 December 2023 as £13,456.92 for 1 Widgeon Close and 3 Maplin Road. At paragraph 17 of the witness statement of Anthea Nicholas (page 193 of the bundle), she stated that the current balance of the reserve fund as at 17 January 2025 was £15,703.92.
42. It is acknowledged that as properties age more work is required, and the fact that the Property is now over 30 years old must be taken into consideration; however, the Applicant is encouraged to look carefully at the amount charged in future years and the amount already held in the reserve fund for future years to ensure that a reasonable balance is maintained between having a workable reserve fund and charging a reasonable amount to leaseholders.

### Summary of Service Charge Amounts that the Tribunal has determined as Payable

43. The following amounts were therefore payable and reasonable for the year end 31 December 2022:

<b>Service Charge Item</b>	<b>Amount (Actual) (£) for 1 Widgeon Close &amp; 3 Maplin Road</b>	<b>50% amount payable by Respondent for the Property 3 Maplin Road</b>	<b>Determination</b>
Monitoring Service	2.44	1.22	Found by Tribunal to be reasonable and payable.
Insurance	477.93	238.97	Found by Tribunal to be reasonable and payable.
Insurance Terrorism	86.75	43.38	Found by Tribunal to be reasonable and payable.
Insurance Revaluation	300	150	Tribunal found that £300 rather than £504 was reasonable for the reasons set out above.
General Maintenance	75.00	37.50	Agreed by Respondent as payable and reasonable
Management Fees	500	250	Tribunal found that £500 rather than £606 was reasonable for

			the reasons set out above.
Accounts Preparation Fee	136.00	68.00	Agreed by Respondent as payable and reasonable.
Audit/Accounts Certification Fee	31.99	16.00	Agreed by Respondent as payable and reasonable.
Contribution to contingency Reserve	1,674.00	837.00	Found by Tribunal to be payable and reasonable.
<b>TOTAL</b>	<b>3,284.11</b>	<b>1,642.07</b>	

44. The following amounts were therefore payable and reasonable for the year end 31 December 2023:

<b>Service Charge Item</b>	<b>Amount (Actual) (£) for 1 Widgeon Close &amp; 3 Maplin Road</b>	<b>50% amount payable by Respondent for the Property 3 Maplin Road</b>	<b>Determination</b>
Monitoring Service	4.34	2.17	Found by Tribunal to be payable and reasonable.
Insurance	339.68	169.84	Found by Tribunal to be payable and reasonable.
Insurance Terrorism	59.43	29.72	Found by Tribunal to be

			payable and reasonable.
Management Fees	500.00	250.00	Tribunal found that £500 rather than £624 was reasonable for the reasons set out above.
Accounts Preparation Fee	140.00	70	Agreed by Respondent as payable and reasonable
Audit/Accounts Certification Fee	44.96	22.48	Agreed by Respondent as payable and reasonable.
Legal and Professional Fees	0	0	Found by Tribunal not to be reasonable given findings as to admin costs/interest (below)
H & S and Risk Assessments	31.09	15.55	Agreed by Respondent as payable and reasonable.
Contribution to Reserve	2,247.00	1,123.50	Found by Tribunal to be payable and reasonable.
<b>TOTAL</b>	<b>3,366.50</b>	<b>1,683.25</b>	

### **Administration Charge and Interest**

45. The Applicant confirmed that Paragraph 2(b) of Part I of the Third Schedule of the Lease provided for company costs and company solicitor costs to be paid and therefore both legal costs and administration costs were payable under the Lease. Further that interest was payable under Paragraph 2(a) of Part I of the Third Schedule of the Lease.
46. The Applicant's position was that it was therefore entitled to charge the administration charges (fees and costs) and interest under the Lease. It was the Applicant's position that it had had to bring proceedings as the Respondent was not making payments. Further, even within the proceedings, the Applicant submitted that the Respondent's position had not been clear as the defence that was submitted in the County Court had lacked detail, and the Respondent's case had only crystallised shortly before this Tribunal hearing. It was the Applicant's position that the Respondent had not been able to produce to the Tribunal evidence of requests for information that the Respondent said he had made of the Applicant. Further, whilst the Respondent had submitted a counter claim within the County Court proceedings, this had been struck out.
47. As to the reasonableness of the estimated budget service charges that the Respondent had not paid, the Applicant stated that these sums were payable and reasonable. The budgeted amount was calculated using the previous year's expenditure and the anticipated costs of works for the relevant service charge year.
48. In reply, the Respondent told the Tribunal that he had made many requests for information from the Applicant as he wanted to understand what the service charge items covered. However, the Respondent confirmed that he had not received the explanations he requested. It was the Respondent's position that communication from the Applicant had been poor, with detail either not being provided or provided late. It was the Respondent's position that through these proceedings information had been received that had not been provided prior to the proceedings. The lack of communication had meant that the Respondent had not been clear as to what he was being asked to pay for. The Respondent also stated that he had specifically asked for the balance of the reserve fund but that this had not been provided prior to these proceedings.
49. Within his comments in the Schedule (page 185 of the bundle) the Respondent reiterated that invoices were sent to leaseholders without any regard to the work that was actually completed. The Respondent stated that, given there was no communal area at the Property and maintenance was very minimal, the Property being part of one block with just two flats, he did not understand why he had been asked to pay so much money, particularly for general maintenance and the reserve fund. The lack of detail provided by the Applicant had meant that the

leaseholders had not been able to understand their service charges; it was the Respondent's view that the charges made had not related to the maintenance work that had actually been carried out at the Property. The Respondent's position was that if information had been provided as requested, there would be no need for administration charges and interest.

### **Tribunal Decision – Administration Charge and Interest**

50. The Tribunal accepts the evidence of the Respondent. The Property did not have internal communal areas and only had minimal space requiring repairs or maintenance; therefore, it was understandable that the Respondent would request detail from the Applicant as to the work that was going to be completed as set out in the estimated budget. The Respondent had been sent an estimated budget amount for general maintenance of £400 for both the years ending 31 December 2022 and 31 December 2023. This would have raised questions for the Respondent, especially as we now know that the actual amount spent on general maintenance for the year ending 31 December 2022 was £75 and was £0 for the year ending 31 December 2023. Further, the Health and Safety Risk Assessments' estimated budget was £382 for the year ending 31 December 2022 and £300 for the year ending 31 December 2023, whereas the actual spend was £0 for the year ending 31 December 2022 and £31.09 for the year ending 31 December 2023. Further the Tribunal accepts the evidence of the Respondent that he questioned the amount of money that was being paid into the contingency reserve given the nature and age of the Property.
51. The Tribunal accepts the evidence of the Respondent and also of Adenika Giwa on behalf of the Respondent that they had sought clarification as to what the service charges related to but had not been provided with information. Whilst a standard letter setting out explanation of each service charge heading had been sent to leaseholders, the letter had lacked detail (an example of which was at pages 63 to 66 of the bundle). The Tribunal accepts that the Respondent and Adenika Giwa (page 249 of the bundle) requested evidence of the record of repairs to justify the estimated amounts but did not receive a satisfactory reply. The Tribunal therefore finds that, had the estimated budget amount been provided with sufficient detail and relevance to the Property, the administration costs and interest would not have occurred. In light of this, the Tribunal finds that, on the facts of this particular case, it was not reasonable for administration costs and interest to be charged.

### **Other Matters – Cheque of 25 July 2024**

52. Whilst not part of this Tribunal's determination, during the course of proceedings, it was suggested that a cheque which refunded an amount of service charge had been sent to the Respondent on 25 July 2024.



However, if a physical cheque had been sent, it was the Respondent's position that this had not been received.

53. The Applicant would look at this further and determine whether a cheque was actually sent to the Respondent or whether a credit had been made or needed to be made to the Respondent's account.
54. The Applicant and Respondent are encouraged to discuss this issue to ensure that the service charge accounts reflect accurately any credit that may have been made so that the amount outstanding can be paid by the Respondent.

### **Section 20C Landlord and Tenant Act 1985**

55. In light of the findings made, the Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the Tribunal proceedings may be passed to the lessees through any service charge.

### **The Next Steps**

56. The Tribunal has no jurisdiction over ground rent or county court costs. This matter should now be returned to the County Court.

**Name: Judge Bernadette MacQueen**

**Date: 26 February 2025**

### **Rights of appeal**

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

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).