



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

**Case reference** : **LON/00AU/LSC/2024/0705**

**Property** : **5c Hartham Road, London, N7 9JQ**

**Applicant** : **Five Hartham Road Limited**

**Representative** : **Mr Steve Newman, Solicitor**

**Respondent** : **Anne Bernadette Burns**

**Representative** : **Not represented**

**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 N Hawkes**  
**Ms J Rodericks MRICS**

**Date and venue of hearing and reconvene** : **29 May 2025 at 10 Alfred Place, London WC1E 7LR**

**Date of decision** : **9 June 2025**

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**DECISION**

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## **Decision of the Tribunal**

The Tribunal determines that:

- (1) The estimated service charges for the year 2024 to 2025 in the sum of £1,655.93 are reasonable and payable.
- (2) The administration charges in the sum of £850 which form the subject matter of this application are reasonable and payable.

## **The application**

1. The Applicant seeks:
  - (i) A determination under section 27A of the Landlord and Tenant Act 1985 as to whether estimated service charges for the year 2024 to 2025 in the sum of £1,655.93 are reasonable and payable.
  - (ii) A determination under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 as to whether administration charges in the sum of £850 are reasonable and payable.
2. The Applicant is the landlord of 5c Hartham Road, London, N7 9JQ (“the Property”). The Respondent holds a long lease of the Property. The Tribunal has been informed that 5 Hartham Road comprises a building containing three self-contained flats, with internal and external common parts.
3. Directions were issued by the Tribunal on 29 November 2024 leading up to a final hearing. By order dated 7 May 2025, the Respondent was barred from further participating in these proceedings due to non-compliance with the Tribunal’s Directions.
4. No inspection was requested, and the Tribunal did not consider that one was necessary.

## **The hearing**

5. The final hearing took place on 29 May 2025 at 10 Alfred Place, London, WC1E 7LR.
6. Mr Newman, in-house Solicitor at D & S Property Management (the Applicant’s Managing Agents) represented the Applicant at the final hearing. Mr Mario Zachariou, the sole Director of the Applicant

company, attended and gave oral evidence. The Respondent did not attend the final hearing.

### **The Tribunal's determinations**

7. Mr Zachariou confirmed that the facts contained in his witness statement dated 25 May 2025 are true to the best of his knowledge and belief and Mr Newman took the Tribunal through each of the estimated service charge items in turn.
8. There are no challenges to reasonableness or payability and no alternative quotations before the Tribunal. Having heard Mr Zachariou's evidence, the Tribunal is satisfied on the balance of probabilities that the estimated service charges for the year 2024 to 2025 in the sum of £1,655.93, which form the subject matter of this application, are reasonable and payable.
9. As regards the administration charge in the sum of £850, the Applicant relies upon clause 2m of the Respondent's lease, which provides as follows:

*2. THE LESSEE hereby covenants with the Lessor as follows:*

*(m) To pay to the Lessor all expenses (including legal costs and surveyors fees) which may be incurred by the Lessor in connection with the recovery of arrears of rent or for the purpose of or incidental to the preparation and service of any notice or proceedings under Section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court*

10. At paragraphs 18 to 23 of his witness statement dated 25 May 2025, Mr Zachariou states:

*18. On or about 16th February 2024, on-account service charge contributions, along with Ground Rent were requested from the Respondent. The requested monies fell due on 22nd March 2024. Although the Ground Rent was paid, the on-account service charges were not received by 22nd March 2024.*

*19. Despite D&S issuing four reminders to the Respondent, payment still was not received.*

*20. As it was apparent payment was not going to be forthcoming, being aware of the right to forfeit in such circumstances, I contemplated forfeiture of the Respondents Lease. As this was not the first time in this situation, I was also aware that as the Respondent had not admitted that the monies were due, if a notice was to be served pursuant to Section 146 of the Law of Property Act 1925 as the first formal step to forfeiting the Respondents Lease, the Tribunal would have to confirm that the monies were*

*due. It was for this reason I instructed D&S to submit the Section 27A application to the First-tier Tribunal and the £850 costs were incurred.*

- 21. It is my opinion that the £850, which was an agreed fixed fee of £750 plus the Application fee the £100 was reasonable As it transpired D&S misquoted the Application fee, which was in fact £110 however, it was agreed with D&S the overall costs, including the Application Fee would be limited to £850.*
  - 22. Following the Application being submitted, the Respondent paid the outstanding monies on 31st July 2024. As the monies were no longer outstanding, forfeiture was no longer being contemplated so, the Application was withdrawn.*
  - 23. It is my opinion that £850 is a reasonable fee for the work undertaken by Mr Newman, the in-house solicitor of D&S Property Management.*
11. The Tribunal accepts Mr Zachariou's evidence on the balance of probabilities.
  12. The Tribunal was informed that Mr Newman is a solicitor with over 20 years' experience, who is based in London W1. However, he charged £250 an hour to carry out the relevant work (which is less than the charge out rate for a Grade C solicitor under the Solicitors' guideline hourly rates). We are satisfied that the charge out rate and the time spent by Mr Newman are reasonable and proportionate.
  13. In all the circumstances, the Tribunal finds that the administration charges in the sum of £850 which form the subject matter of this application are reasonable and payable.

**Name:** Judge N Hawkes

**Date:** 9 June 2024

### **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).