



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

**Case reference** : **CAM/00ME/LSC/2025/0620**

**Property** : **3 Waylands  
Wraysbury  
Staines-upon-Thames  
Berkshire TW19 5DZ**

**Applicant** : **Lindi Date**

**Respondent** : **A2Dominion South Limited**

**Representative** : **Christopher Last**

**Type of application** : **Liability for service charges**

**Tribunal member** : **Judge David Wyatt**

**Date of decision** : **19 June 2025**

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**NOTICE OF DECISION**

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1. Paragraph 2 of the decision dated 10 June 2025 (providing for automatic reimbursement unless submissions were made) is set aside.
2. The Respondent must pay £110 to the Applicant to reimburse the tribunal application fee paid by them.

**Reasons**

3. The details are described in the decision dated 10 June 2025, which struck out these proceedings and explained why they were being struck out. This final decision should be read with that decision.
4. On 16 June 2025, the Respondent provided their written submissions in relation to the application fee paid by the Applicant. These accepted that the apparently incorrect guidance had been sent to the Applicant as part of a rent and service charge booklet for the period from 1 April 2024, but opposed a fee reimbursement order.

5. The Respondent argued that the relevant wording specifically refers to variable service charges, and the Applicant could have taken legal advice before applying to the tribunal. They also assert that section 21B(1) of the Act required them to include this prescribed wording, which summarises the rights and obligations of a tenant.
6. The Respondent has already successfully argued that the relevant fixed service charges were not “service charges” as defined in section 18 of the Act, so the proceedings seeking determination under section 27A of the Act of payability of such “service charges” have to be struck out. They have given no reason why “service charge” means something different in section 21B(1) of the Act. It would be surprising if it did. The wording which is prescribed under that section (by the regulations mentioned by the Respondent) refers only to variable service charges (i.e. “service charges” as defined in section 18 of the Act), not any rights or obligations in relation to fixed service charges.
7. I am not satisfied that the Respondent was required to include in their “demand” (only for rent and fixed service charges) the information which only appears to be required (and only appears to be appropriate) for demands for variable service charges. It appears the Respondent misinformed the Applicant, no doubt based on a misunderstanding. I repeat that the Respondent may wish to take independent legal advice to ensure that any guidance now being given to their tenants is correct. In this case, it appears the guidance given by the Respondent has caused the time and resources of both parties, and of the tribunal, to be wasted. I confirm that the Respondent should reimburse the application fee paid by the Applicant.

### **Note**

8. On 17 June 2025, the Applicant wrote with questions about the substantive arguments she had hoped to make in these proceedings. The tribunal cannot advise and is unlikely to respond to any further correspondence, because (for the reasons which have been explained) these proceedings are at an end and the tribunal file will now be closed. The Applicant may wish to refer to the potential sources of legal advice identified in the documents provided earlier by the tribunal.

**Judge David Wyatt**

**19 June 2025**

### **Rights of appeal**

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)