



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

Case Reference : **CHI/00MS/LSC/2024/0064**

Property : **Flat 18A
Marchwood Road
Southampton
Hampshire
SO15 8AP**

Applicant : **Mr R J Buchanan**

Representative : **Mr R I Buchanan**

Respondent : **Hyde Housing Association**

Representative : **Mr Adewale Ogun**

Type of Application : **Determination of liability to pay and
reasonableness of service charges
Section 27A Landlord and Tenant Act
1985. Orders pursuant to Section 20C of
the Landlord and Tenant Act 1985 and
paragraph 5A of Schedule 11 of the
Commonhold and Leasehold Reform Act
2002. Refund of application fee.**

Tribunal Members : **Mr I R Perry FRICS**

Date of Decision : **16th April 2025**

DECISION

Summary of Decision

1. The Tribunal determines that the Service Charges incurred and demanded by the Hyde Housing Association for the year 2024-2025 are correct and should be paid.
2. The Tribunal has considered the applications for orders pursuant to Section 20C of the Landlord and Tenant Act 1985, paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002, and for the refund of the Application fee. The Tribunal, having determined that the service charges are correctly incurred and demanded, makes no additional order.

Background

3. On 30th March 2024 Mr R J Buchanan, the Tenant of the property, applied to the Tribunal for a determination of the reasonableness and payability of the service charges for his property for the year 2024-2025, noting that service charges had not previously been charged to the Applicant prior to 2023.
4. The Tenant also sought orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
5. On 25th September 2024 the Tribunal issued Directions requesting a copy of the Tenancy Agreement to enable the Tribunal to satisfy itself that it had jurisdiction in this matter.
6. The Tenant provided a copy of an Assured Shorthold Tenancy dated 27th June 2003 and commencing on 30th June 2003 which includes the provision for the Landlord to levy a Service Charge and provision for that charge to be varied.
7. The Tribunal issued further Directions on 1st October 2024 confirming that a Case Management and Resolution Hearing would be held on 24th October 2024.
8. The Hearing took place at Havant Justice Centre as directed. The Directions required each party to file a position statement to each other and to the Tribunal. These were submitted and copied to the other party.
9. At the Hearing on 24th October 2024 the Respondent confirmed that proposed charges for a Controlled Door entry and Pest Control responsive works had been removed from the charge.
10. The outstanding items in dispute are therefore Fire safety: Contract Servicing - £661.17; Fire safety: Responsive Repairs - £25 (a reduced sum); Fire safety: Risk Assessments - £242.46.
11. Further Directions were issued on 24th October 2024 confirming that the Tribunal felt this matter could be determined on the papers alone and without an oral hearing, unless either party objected to this within 28 days of the date of receipt of the Directions. The parties were also required to submit various documents by specified dates so that the matter could be so determined.

12. The Respondent failed to submit the required papers by the specified date but on 8th January 2025 made an application for a case management or other interim order to not be barred from taking further part in the proceedings.
13. On 15th January 2025 and having due regard to an email from the Applicant dated 11th January 2025 the Tribunal granted the Respondent's application.
14. The Applicant resubmitted his Statement of Case dated 25th January 2025. The Respondent submitted a Position Statement dated 12th February 2025. The Respondent provided a paginated bundle to the Tribunal comprising 402 pages.

Submissions and Determinations

These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned, were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the case.

15. Within the papers the property is described as a 1-bedroom first floor flat within a converted 2-storey terraced house. A main entrance door gives access to a common entrance hall which leads to a single flat on each floor.
16. Within the papers the Respondent provides British Standard 5829_6_2019 Revised System Grading for Fire Detection and Fire Alarm Systems and LACoRS Guidance on Fire Safety for Certain Types of Existing Housing which set a framework for responsible Landlords to follow.
17. Within the papers the Respondent provided copies of various notices sent to the Tenant including for a Long Term Agreement – Fire Safety – External Walls System Survey in January 2021; Fire Safety and Security – September 2021; Building safety – June 2022; Change to Fire and Security services Contractor August 2022; Building Safety – March 2023.;

Fire Safety: - Contract servicing -£661.17

18. In his statement of case dated 25th January 2025 the Applicant argues that the charge of £661.17 for a small flat accessed via a small, shared hallway is excessive. He questions whether monthly checks are being carried out as per the contract and suggests that the Respondent should “point out which legislation is being followed”. He also questions whether the Respondent, which manages 55,000 properties, should be able to negotiate a better rate for its tenants.
19. The Applicant continues by asking why the tenant should not be given proof that on-site inspections are taking place.
20. The Respondent provides a witness statement from Donna Jones, a Rent and Compliance Manager for the Respondent. She explains that Hyde Housing (“Hyde”) has a long-term framework with Alphatrack Systems Limited (“Alphatrack”) which covers the servicing and maintenance of fire and security equipment across Hyde's property portfolio.

21. The contract with Alphatrack was awarded in October 2022 following a procurement process. Under the contract Alphatrack undertake servicing and repairs, reactive call outs and planned preventative maintenance visits for fire and security equipment.
22. Ms Jones states that the frequency of Alphatrack visits to the property is based on British Standards BS5266-1 which requires emergency lighting to be checked monthly and an annual full duration test. BS5839-1 requires fire detection systems to be serviced at least at 6-month intervals. The current servicing frequency for Fire Detection Systems is quarterly but due to the grade of the system in place at 18A & B Marchwood Road a monthly test is required.
23. Once an operative has visited the property certificates are generated for planned preventative maintenance and an engineer's report is generated for any reactive visits. This information is uploaded to a central system which Hyde has access to. Copies of monthly inspection reports were provided within the bundle at Pages 389-397.
24. The Tribunal is conscious that all rented property should have adequate and compliant fire and security systems. The Respondent has legal obligations and must provide for the safety of its tenants. Given the information provided, particularly noting that the costs in this case are divided by only two small properties and that the Applicant offers no alternative quotations for the necessary work, **the Tribunal determines that the Service Charge as demanded is reasonable and therefore payable by the Applicant.**

Fire Safety: Risk assessments £242.46

25. The Applicant makes no further comment in respect of the Risk assessments.
26. In her statement Ms Jones explains that Hyde have a Fire Risk Assessment Contract with Savills and that the contract has been in place since 2019/2020. This contract provides for an assessment of 18 Marchwood to be carried out every three years by Savills.
27. A copy of the Fire Risk Assessment dated 5th August 2024 was provided to the Tribunal within the bundle at pages 230-266.
28. **The Tribunal determines that the amount charged for the inspection in 2024 is reasonable and payable.**

Responsive Repairs - £25

29. Neither party makes any further comment in respect of this charge. Accordingly, **the Tribunal determines that this charge is also payable as charged.**

The Law

30.27A Liability to pay service charges: Jurisdiction

31. (1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to—
32. (a) the person by whom it is payable,

- 33. (b) the person to whom it is payable,
- 34. (c) the amount which is payable,
- 35. (d) the date at or by which it is payable, and
- 36. (e) the manner in which it is payable.
- 37. (2) Subsection (1) applies whether or not any payment has been made.
- 38. (3) An application may also be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—
- 39. (a) the person by whom it would be payable,
- 40. (b) the person to whom it would be payable,
- 41. (c) the amount which would be payable,
- 42. (d) the date at or by which it would be payable, and
- 43. (e) the manner in which it would be payable.
- 44. The Tribunal has considered the applications for orders pursuant to Section 20C of the Landlord and Tenant Act 1985, paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002, and for the refund of the Application fee. The Tribunal, having determined that the service charges are correctly incurred and demanded, makes no additional order.

RIGHTS OF APPEAL

- 1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
- 2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
- 3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.