



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

Case reference : **LON/00BJ/LSC/2024/0332**

Property : **Flat 31, 21 Plough Road, London SW11
2DE**

Applicant : **Robert Kettlewell**

Representative : **In person**

Respondents : **(1) Thornsett South London Limited
(2) Plough Road Management Company
Limited**

Representative : **Mr Nicholas D.K. Jackson, 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**

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

Date of hearing : **17 July 2025**
Date of decision : **15 August 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
 - (2) The tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the respondent may not pass more than 50% of its costs incurred in connection with the proceedings before the tribunal through the service charge.
-

The application

1. The applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”)] as to the amount of service charges and (where applicable) administration charges] payable by the applicant in respect of the service charge years 2023 to date. There have been two previous decisions of the tribunal in *LON/00BJ/LSC/2021/0319* and *LON/00BJ/LSC/2022/0383* concerning the same parties and challenges to service charges.

The property

2. The property which is the subject of this application is a 3 bedroom flat in a purpose built block built circa 2016. The first respondent is the landlord. on 4th July 2022, the landlord commenced development works to create 11 new apartments on top of the existing building. The second respondent is the management company and is a not for profit undertaking. In view of its limited power to charge for its own services, the second respondent has engaged and has been heavily reliant upon its managing agents Town & City to provide services to the applicant and other lessees.

The Lease

3. The applicant holds an interest held under a lease dated 27 October 2016 for a term of 252 years (less 10 days) from 13 December 2013 made between Thornsett South London Ltd (1), Plough Road Management Company Limited (2) and Robert James Kettlewell (3).
4. Mr Kettlewell’s proportion of service charge liability is defined as follows:

- 1.93% of the Estate Costs as set out in Part A of Schedule 11
- 1.93% of the Block Costs as set out in Part B of Schedule 11
- 11 1.72% of the Parking Costs as set out in Part C of Schedule 11
- 2.76% of the Lift and Staff Costs as set out in Part D of Schedule 11
- 1.93% insurance contribution.

5. The scope of each of the categories listed above are as follows:

Part A – maintenance of estate communal areas including gardening, roads, kerbs and footpaths. Fence maintenance, cleaning of the estate communal areas, repair and replacement of any refuse storage bins, maintenance of service installations, lighting, party walls, public liability insurance, repairing fire alarms and security equipment within the estate, the cost of a reserve fund and incidental costs.

Part B – maintenance repair, renewal, replacement of the main structure of the block including the main structural parts of the balconies, communal doors, all service installations, fire alarms, security equipment, exterior decoration, common part decoration, cleaning and furnishings of common parts, cost of building insurance, window cleaning, television/satellite aerial provision, gate maintenance, provision of a reserve fund and incidental costs.

Part C – maintenance, replace and to keep in good repair and condition the car park, including repair and replacement of pipes, wires, cables and all other types of service installation and apparatus for the support of services to the car park, lighting that the management company thinks fit, the cost of a reserve fund and incidental costs.

Part D – maintenance, replacement and repair of lifts, emergency telephones connected to lifts, staff and concierge costs and provision of a reserve fund.

Part E – the cost of keeping accounts in relation to Parts A to D and serving the service charge certificate, compliance with statutory requirements, professional fees, enforcement costs, other services, or functions that the Management Company thinks fit for the benefit of the Dwellings, provision of a reserve fund, all other reasonable and proper expenses incurred by the Management Company in the convenient running of the Property including repair of inherent structural defects.

6. Pursuant to paragraph 19 of schedule 3 of the Lease, the tenant is to pay the insurance contribution which was defined as 1.93% in the particulars

the Lease and the Estate Service Charge Costs are defined as moneys actually expended or reserved for periodical expenditure by or on behalf of the management company in carrying out the obligations in Schedule 11.

7. **The Maintained Property** is defined as the estate communal areas and gates to the estate, the car park, the main structure of the building, including the roofs, gutters, rainwater pipes, foundations, floors and all walls bounding individual dwellings therein and all external parts of the building including all structural parts of the balconies of the buildings together with all decorative parts and the structure and exterior of the internal common parts of the buildings which is intended to be managed by the management company for the benefit of the estate.
8. **Service installations** are defined as including services to and from the dwellings and any other buildings on the estate and shall include any equipment or apparatus installed for the purpose of such service or supply.
9. **Paragraph 3 of Schedule 1** provides that the Management Company is a company formed with the object of maintaining the maintained property and to provide certain services. By paragraph 6 of Schedule 1, the landlord reserved the right to appoint a manager to act on behalf of the Management Company

The issues

10. The applicant set out the heads of service charge he challenged in an extensive Scott Schedule for the following periods:

- (i) 1 March 2022 to 28 February 2023

Portal fee
Accountancy fees
Gate maintenance
Engineering Insurance
Management fee
General Maintenance (internal)
CCTV Maintenance
Terrorism insurance
Car park electricity
Staff costs
Gate maintenance
Emergency light remedial works
Electrical vehicle maintenance
Communal electricity
Legal fees
HIU maintenance

Mechanical plant engineering

(ii) 1 March 2023 to 29 February 2024

- Lift maintenance
- Management fees
- Staff costs
- Accountant charges
- Legal costs
- Fire risk/fire door inspection
- General maintenance (internal)
- Sundry fees
- Legal Pro fees
- Electric bin vehicle maintenance
- CCTV maintenance
- Gate electronic maintenance
- Fire system maintenance
- Door entry system
- Communal Electricity
- Communal gas supply
- Major works
- HIU heating maintenance
- Heating admin fees
- Mechanical plant maintenance
- Terrorism insurance

(iii) 1 March 204 to 28 February 2025

- Window cleaning
- Bin cleaning
- Grounds maintenance
- AOV (Fire windows) maintenance
- Lightning conductor
- Terrorism insurance
- D&O insurance
- Engineering insurance
- Professional fees
- Management fees
- Concierge payroll costs
- Concierge costs
- Fire doors risk survey
- External repairs
- Internal repairs
- Below ground pumping station
- Rainwater
- Fall arrest maintenance
- Fire systems maintenance

Standby generator
Flat roof maintenance
Solar panels
Communal electricity
Gas float
Heating billing
HIU heating maintenance
Electronic gates
Door entry
Reserve fund

11. In Mr Jackson's skeleton argument certain explanations and admissions were made on behalf of the second respondent, the relevant parts of which stated:

(a) on 4th July 2022, the landlord commenced development works to create 11 new apartments on top of the existing building;

(b) the contractors drew electricity from one of the building meters (Car Park supply) in connection with those works until 3rd September 2024;

(c) in recognition of the disruption that the development work would cause, the landlord earlier offered to discharge the service charges for 2021 and to refresh the decor in the ground floor lobby and replace the bike store doors;

(d) there were considerable difficulties in obtaining proper electricity invoices throughout the works and none were proffered from July 2022 which made it impossible to calculate how much electricity the contractors had used or even how much electricity the building had consumed in any of the three years in question;

(e) the landlord could have argued that the development electricity comprised part of the disruption offer but has properly agreed to cover the cost of the electricity used in the course of the development;

(f) the calculated credit of £20,057.24 has been applied to the 2025 service charge account in three tranches under the description 'landlord's supply - electricity', and which now show a negative cost for the year to offset the higher costs in the previous two years;

(g) the manner by which the landlord calculated the development works usage is neatly illustrated by the graph at 'GC2' with the actual monthly figures being set out in the table at 'GC3'.

(h) the Second Respondent's solicitors wrote providing a detailed explanation as to the £20,057.24 concession on 22nd May 2025 {1901}; (i) it may be noted that between August 2022 and January 2023 the cost per kwh increased to nearly double (45 pence to 90/88 pence) but the outlook is happier because the cost has recently reduced to 23 pence per kwh:

(a) all but one of the apartments in the block are served by heat interface units (HIUs) which, by 2021, were proving costly to repair and maintain;

(b) corrective work was undertaken in 2022 but which subsequently proved to have been conducted improperly;

(c) further corrective work was required in May 2023;

(d) it is presently unclear whether the Second Respondent will be able to recoup any of the allegedly negligent first works;

...upon reviewing the true HIU expenditure (in light of the present challenges) it has been identified that some £18,856 was misallocated to HIU expenditure for 2024, which items have now been reallocated to the relevant service items:

(a) the £35,988 recorded in respect of HIU/Heating Maintenance for 2024 {994} should reduce to £17,467.51;

(b) (c) (d) (e) (4) certain sums have been allocated to the particular tenants in question; £937.41 has been charged to the landlord as relating to the development work; but the balance of the misallocated charges should simply surcharge the relevant other items in the accounts; the Second Respondent's solicitors wrote providing a detailed explanation on 22nd May 2025;

... (a) the lift maintenance costs were exacerbated by the flood to the basement caused by an external burst water main on 5th January 2024 and it is presently uncertain whether any of that cost will be recouped from Thames Water; (b) in the course of reviewing the lift expenditure £5,742.54 was identified as pertaining to the development works and has been removed from the 2025 account; (c) the Second Respondent's solicitors

wrote providing a detailed explanation as to the £5,742.54 concession on 22nd May 2025 under the heading 'Managing Agent', whatever view may be taken as to the performance of Town & City, the Respondents are obliged to retain their services presently due to their close association with the substantial recladding project commenced in 2021, and which itself represented an unforeseen expense inflating the anticipated service charge costs

The hearing

12. The applicant appeared in person at the hearing and the second respondent was represented by Mr Jackson of counsel. The first respondent did not appear and was not represented, as the parties agreed it had no substantive role to play in providing services under the terms of the lease.
13. A digital bundle of 1987 pages was provided to the tribunal. The tribunal received witness statements and heard oral evidence from the applicant. The applicant also sought to rely upon a report by Andrew Dewhurst BSc MRICS MPTS dated October 2023 on Parkside St Peters. The tribunal also received written and oral evidence from Gerard Cunningham, Director of the first and second respondents and Ms Harsha Parma from the Plough Road Management Company Limited.

The tribunal's decisions and reasons

14. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made the following determinations.
15. The tribunal finds that the applicant challenged the items of service charge listed above as not being reasonable in amount, although he did not challenge his obligation to contribute to them. The applicant's variously challenged to the various heads of service as:
 - (i) not reasonably incurred and not payable at all;
 - (ii) charge not explained and not payable at all.
16. It became clear at the hearing that there had been a breakdown in the relationship between the applicant and the second respondent and its managing agent. The acrimony between the parties was also made clear in the intemperate language used by the applicant in some of his communications to second respondent and its managing agents. This had led to employees of the managing agent being instructed not to have direct contact with the applicant and to refer matters to senior staff or a legal representative. Consequently, the numerous requests made by the

applicant for information either went unanswered or were answered after a delay caused by the requests being passed on to others who were able to deal with them.

17. At the hearing, the supplicant challenged the totality of the figures for items of service charge rather than his own individual percentage that is payable under the lease. As no other lessee had applied to be joined to the application as a party this decision relates only to the charges payable by the applicant.
18. The tribunal accepts the written and oral evidence of Mr Cunningham and Ms Parma which was extremely detailed and supported by documentation and substantially addressed the numerous items of service charge challenged by the applicant.

Communal Electricity - 2022-2025

19. The tribunal finds the applicant's concerns over the unreasonableness of communal electricity charges have been evidenced by the concessions made by Mr Cunningham and the credits made in respect of this item.

HIU Maintenance & HIU Heating Maintenance - 2022-2025

20. The tribunal finds these costs are reasonable and payable. The tribunal finds the HIU system and the maintenance of it has experienced problems due to previous contactor's failing to maintain the system adequately leading to breakdowns and necessary corrective and maintenance measures being required throughout 2022/2023/2024. The tribunal is satisfied that these costs were reasonably incurred. However, the second respondent accepted that the sum of £18,856 that had been attributed to these costs had been misallocated and that the correct sum was £17,476.51 and not £35,988 originally claimed.
21. The tribunal finds the second respondent was able to account for £12,838 of the misallocated £18,856. However, Ms Parmar in her oral evidence was unable to explain the remainder of the misallocated sum. Therefore, the tribunal finds that £6,018 has been unreasonably incurred and should be credited (pro rata to the applicant).

Lift maintenance – 2022-2025

22. The tribunal accepts the evidence of Mr Cunningham that costs of the lift were increased by a flooding in the basement caused by an external mains water pipe. Although, the second respondent is seeking damages from Thames Water these have not yet been realised. Consequently, the tribunal finds the costs of lift maintenance have been reasonably incurred and are payable.

Managing agent fees – 2022-2025

23. The tribunal finds the fees of Town & City are reasonable and payable by the applicant. The tribunal finds the managing agent is having to deal with a number of issues including the re-cladding of the building as well as the usual day to day matters.

Reserve fund – 2022-2025

24. The tribunal finds the collection of a reserve fund is reasonable and payable by the applicant under the terms of the lease. The tribunal accepts that a number of major works projects are anticipated as part of the cyclical maintenance of the subject building as well as providing for contingencies.

Portal fee – 2022-2025

25. The tribunal finds these costs are reasonable and payable. The tribunal finds the use of an online system that allows lessees to report problems and receive communications is a cost-effective and reliable method now commonly used by managing agents.

Accountancy fees – 2022-2025

26. The tribunal finds these costs are reasonable and payable. The tribunal finds it is both reasonable and necessary for the second respondent to use external accountants due to the level of complexity that is evident in the expenditure of sums and collection of service charges.

Other professional fees/legal fees – 2022-2025

27. The tribunal finds these sums are reasonable and payable. The tribunal finds some of these legal costs were incurred as a result of the two previous application in which the respondent's costs were permitted to be added to the service charges to be paid by all lessees.

Office expenses – 2022-2025

28. The tribunal finds these costs have been reasonably incurred as they relate to the efficient running of the building, including the provision of temporary accommodation and are payable.

Gate maintenance – 2022-2025

29. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal finds the contractors carrying out works have frequently misidentified the building in their invoices thereby unnecessarily causing confusion. The tribunal accepts the evidence provided by the second respondent that numerous callouts were necessary for the maintenance of these three motorised gates due to frequent use and occasional vandalism.

Insurance cover including terrorism, engineering and directors and officers - 2022-2025

30. The tribunal finds the landlord is entitled to choose the level of cover it requires and that the inclusion of terrorism and engineering cover is reasonable and the cost reasonably incurred. Similarly, the tribunal finds the cover for D&O's is also reasonably incurred due to the increasing obligations placed on them in respect of the subject building.

General Maintenance (internal) - 2022-2025

31. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal finds there were numerous issue of repair and maintenance that reasonably required the attention of the second respondent, including essential repairs to and replacement of the concierge's w.c. The tribunal finds that the cause of damage to specific items was unattributable to individuals but nevertheless had to be remediated. The tribunal finds these costs have been reasonably incurred and are payable

General Maintenance (external) – 2022-2025

32. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal finds the second respondent gave a detailed account of the costs incurred in respect of routine and non-routine items of external maintenance.

CCTV Maintenance – 2022-2025

33. The second respondent confirmed that one item of electrical works had been incorrectly allocated to the costs of CCTV. The tribunal finds the remainder of these costs have been reasonable incurred and are payable. The tribunal accepts the detailed evidence provided by the

second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle.

Concierge Fees (Staff Costs) – 2022-2025

34. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred including the hours/cost of relief staff and the supporting evidence that has been included in the hearing bundle.

Door Entry System – 2022-2025

35. The tribunal finds these costs of the electronic door entry system have been reasonable incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred including the repairs necessitated by apparent acts of vandalism and the supporting evidence that has been included in the hearing bundle.

Emergency Light Remedial Works – 2022-2025

36. The tribunal finds these costs, including a full schedule of corrective maintenance, have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle.

Electric Vehicle & Electric Maintenance

37. The tribunal finds these are not a duplication of costs as alleged by the applicant and accepts the evidence of the second respondent that these charges are not included elsewhere in the service charges. The tribunal finds these costs have been reasonable incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle.

Mechanical Plant Maintenance – 2022- 2025

38. The tribunal finds these charges relate to ‘The Energy Centre’ i.e. the boiler and related apparatus. The tribunal finds these costs have been reasonable incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle.

Fire Risk Assessment & Health and Safety

39. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal also accepts that these costs relate to compliance obligations and are separate from the maintenance of fire safety equipment.

Fire Systems and Equipment Maintenance- 2022-2025

40. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal also finds these maintenance works are essential to the safety of the lessees and the building.

Telecom Line – 2022-2025

41. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal finds these costs are essential to the maintenance of communications used by the lessees.

TV Aerial -2022-2025

42. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal also accepts that a significant sum in respect of these charges was recredited to the lessees in 2024-2025 due to their relation to construction activity of the additional flats.

Bin cleaning – 2022-2025

43. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal accepts that a more regular bin cleaning service has been introduced and that some of these costs relate to bulky waste removal.

Communal Gas Supply – 2022-2025

44. The tribunal finds these costs have been reasonably incurred and are payable. The tribunal accepts the detailed evidence provided by the second respondent as to how these costs have been incurred and the supporting evidence that has been included in the hearing bundle. The tribunal accepts the second respondent has found it necessary to create a 'float' to deal with a shortfall in contributions and continuation of a gas supply to the building which does not duplicate metered charges.

Car park maintenance – 2022-2025

45. The tribunal accepts the sum allocated under this heading of £2,232 was misallocated and should have been recorded as the replacement of communal lighting across various parts of the building. As such, the tribunal finds the amount has been reasonably incurred and payable. .

Other miscellaneous items – 2022-2025

46. The tribunal finds these costs relate to items that were included/budgeted as anticipated costs for items of service charge that were not carried out e.g. window cleaning in 2024-2025. The tribunal accepts the second respondent's explanation that either no costs were incurred for some of the items falling under this heading including the standby generator, solar panel maintenance, painting of entrance to 44 Fowler Close in 2024-2025 and other items such as the rainwater maintenance, flat roof, the fall arrest system and pump in basement have been added as a precautionary measure although not costs have been incurred for 2024-2025.
47. Overall, the tribunal preferred the detailed written and oral evidence of the second respondent which it found well supported by the documentary evidence. The tribunal found the assertions made by the applicant of works not done or done badly were on the whole not made out and the report of Mr Dewhurst of limited assistance in view of its date and the lack of independence on his part. The tribunal also find the applicant's offer to pay a proportion of the whole sum due from all lessees for items of service charge to be inappropriate and misleading as the application was brought by the sole lessee, Mr Kettlewell.

Conclusion

48. The tribunal finds the misallocation of funds by the second respondent has not assisted the applicant in understanding how service charges have been incurred. The tribunal also finds the applicant's insistence on challenging certain items has led to a closer examination of the service charge accounts and a reallocation of certain sums as well as a concession by the second respondent that certain sums will be refunded to the lessees or be paid for by the respondent(s) e.g. communal electricity charges

Application under s.20C and refund of fees

49. In the application form the applicant made an application under s.20C so that none of the respondents' costs of the application would be added to the service charge. taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the respondent may not pass more than 50% of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: Judge Tagliavini

Date: 15 August 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).