|  |  |  |
| --- | --- | --- |
| Crest |  | FIRST-TIER TRIBUNAL**PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)** |
| **Case reference** | **:** | **LON/00AA/LSC/2025/0619** |
| **Property** | **:** | **Flat 135 Sugar Quay, 1 Water Lane, London EC3R 6AP** |
| **Applicant** | **:** | **Liming Wang** |
| **Representative** | **:** | **Jing Hong Shan** |
| **Respondent** | **:** | **First Port Property Services No 5 Ltd** |
| **Representative** | **:** | **Mr Winspear instructed by JB Leitch**  |
| **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 O’Brien, Ms M Bygrave MRICS** |
| **Venue** | **:** | **10 Alfred Place, London WC1E 7LR** |
| **Date of decision** | **:** | **8 July 2025** |

|  |
| --- |
| **DECISION** |

**Decisions of the tribunal**

1. First Port Property Services No.5 Ltd is substituted as Respondent in the place of 5Q Holdings Ltd.
2. The Applicant’s request to adjourn the hearing is refused.
3. The application is dismissed.
4. The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985, or under Paragraph 5 A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

**Introduction**

1. The applicant applies for a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charges payable by the Applicant in respect of the service charge years 2019-2020 to 2029-2030.

**The hearing**

1. Neither the Applicant nor her representative attended the hearing. The Respondent was represented by counsel Mr Winspear instructed by JB Leitch & Co Solicitors.
2. Prior to the start of the hearing at the request of the tribunal, the case officer attempted to contact the Applicant and her representative by telephone and email, but no response was received. Pursuant to Rule 34 of the Tribunal Procedure (First-tier Tribunal) Rules 2013, in order to proceed in the absence of a party the Tribunal has to be satisfied that reasonable steps have been taken to notify that party of the hearing date and that it is in the interests of justice to proceed in that party’s absence. The tribunal was satisfied that reasonable steps had been taken to notify the applicant and her representative of the hearing date. The hearing date was recorded on the face of the directions of Mr Duncan Jagger FRICS dated 4 February 2025 which was sent to the Applicant. Additionally the Applicant’s representative has corresponded directly with the tribunal in relation to these proceedings by email.
3. The tribunal was satisfied that it would be just in all the circumstances to proceed in the absence of Applicant and her representative.
4. After the hearing had concluded the tribunal received an email from the Applicant’s representative seeking an adjournment of the hearing on the grounds that they ‘have an urgent matter today’. For the avoidance of doubt that request has been considered and refused.

**The background**

1. The property which is the subject of this application is a third-floor apartment in a riverside development which was completed in or about 2018. The applicant holds the leasehold interest in the property pursuant to a tripartite lease for a term of 999 years dated 29 June 2018 between SQ Holding Ltd as freeholder, Barratt Residential Asset Management Ltd as manager and Ms Wang as lessee.

**The Proceedings**

1. On 15 January 2025 the Applicant applied for a determination in relation to service charges in respect of the years 2019/2020 to 2029/2030. Directions were issued by the tribunal on 4 February 2025. They were in standard terms and required the Applicant, amongst other things to complete a Scott schedule in the format attached to the directions setting out the items in dispute, the reasons why they were disputed and the amount that the tenant would pay for that item. The Applicant did not do this. The only communication from the Applicant was an email sent on 25 March 2025 which stated that the service charges were too high and enclosing various documents some of which were not in English. She stated that the service charges were agreed at £8367.19 at the commencement of her lease and claimed that she had been over charged by £30,000. She further claimed that her flat had been damaged by a leak.
2. Pursuant to the directions the Respondent served and filed a statement of case which averred the following;
	1. The correct respondent to the applicant is the person to whom service charges should be paid pursuant to the lease i.e. the manager;
	2. The corporate entity named in the lease as manager had not changed but was now known as First Port Property No. 5 Ltd;
	3. The Applicant had failed to comply with the directions. She failed to complete the schedule as required and had failed to identify which service charges she disputed and why;
	4. The information in the application and the subsequent communications from the Applicant were vague and did not amount to a proper challenge to any of the service charges for the relevant years;
	5. The application should be struck out or dismissed; and
	6. The tribunal should not make an order under s20C of the Landlord and Tenant Act and/or Paragraph 5 A of schedule 11 to the Commonhold and Leasehold Reform Act 2002
3. The directions required the Applicant to prepare a bundle and send it to the Respondent and the tribunal by 23 May 2025. She did not do this. The Respondent prepared and filed the bundle for use at the hearing.

**The tribunal’s decision**

1. Given the complete failure on the part of the Applicant to identify the specific charges she seeks to challenge in these proceedings for the years in dispute there in no basis on which the Tribunal can proceed to determine the application. In the circumstances the Applicant has not proved her claim and the application will be dismissed.

**Application under s.20C and refund of fees**

1. In the application form the Applicant applied for an order under section 20C of the 1985 Act and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. We were initially concerned about the manner in which the Respondent had responded to the application. It was clear to the Respondent’s representatives, as from the date it received the above emails from the Applicant in purported compliance with paragraph 2 of the directions order, that the Applicant had fundamentally breached those directions. In its statement of case they submitted that the application should be struck out essentially because of the Applicant’s failure to put forward a clear case and to complete a Scott schedule as directed, and because of her failure to identify the correct respondent. They did not make any such application. They subsequently did not alert the tribunal to the Applicant’s failure to file a bundle and instead filed a bundle on her behalf. Consequently the matter proceeded to a full day’s hearing attended by counsel.
2. Rule 3(4) of the Tribunal Procedure Rules 2013 require the parties to help the Tribunal further the overriding objective, which includes dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal. It is difficult to understand why the Respondent’s representatives did not draw the Applicant’s multiple failures to comply with the directions to the attention of the case officer. Had they done so it is quite likely that the matter would have been reviewed by a procedural judge/legal officer at an earlier stage. He or she would in all likelihood have issued a notice of intention to strike out the application under Rule 9(3)(a), (d)or (e) of the Tribunal Procedure Rules unless the Applicant complied.
3. Mr Winspear could not explain why the Respondents did not draw the Applicant’s multiple breaches to the attention of the tribunal. This could have been done by simply sending a letter to the case officer by email identifying the breaches. He submitted that the tribunal should not make an order under either s20C or Paragraph 5A essentially because the Applicant conducted herself unreasonably. We agree she has behaved unreasonably and in the circumstances it would not be appropriate to make an order under either provision. However in the event that the Respondent seeks to recover its legal costs of these proceedings from the Applicant either as an administration charge or a service charge the Applicant may still apply to the tribunal for a determination as to whether some or all of those costs were reasonably incurred and/or are reasonable in amount.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name:** | Judge N O’Brien  | **Date:** | 8 July 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).