



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

Case reference : **LON/00AU/LSC/2025/0747**

Property : **56a Grosvenor Avenue, London, N5 2NR**

Applicant : **Karen Jennifer Morgan-Gray
(Executor of the estate of Sybil Elizabeth Morgan-Gray)**

Representative : **In person**

Respondent : **London Borough of Islington
(Partners for Islington)**

Representative : **Did not attend and was not represented**

Type of application : **An application under section 27A
Landlord and Tenant Act 1985**

Tribunal : **Tribunal Judge I Mohabir
Ms M Bygrave MRICS
Mr O N Miller BSc**

Date of Decision : **10 September 2025**

DECISION

Background

1. On 2 April 2025, the Applicant issued an application seeking a determination under section 27A of the Landlord and Tenant Act 1985 (as amended) (“the Act”) as to whether service charges are payable. The Applicant also seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Act and an order to reduce or extinguish the tenant’s liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
2. The Applicant brings this application on behalf of the estate of Ms Sybil Elizabeth Morgan-Gray, who was the tenant of 56a Grosvenor Avenue, London, N5 2NR (“the property”). This is a flat on the ground and lower ground floors of a four storey Victorian mid-terrace house. It is subject to a lease dated 17 September 1990 made between the Respondent and (1) Yusuf Mehmed and (2) Seniha Mehmed (“the lease”). The lease was later assigned to the Applicant’s late sister. The Applicant is the Executor of her sister’s estate.
3. The Applicant challenges a single service charge item, namely £3,809.27 charged in the 2023-4 major works final statement. This sum represents an apportionment of the overall major works cost relating solely to the cost of carrying out redecoration to the internal communal corridors and landing space in the building.
4. On 7 May 2025, the tribunal served the Respondent with a copy of the application. On 22 May 2025, the Tribunal issued directions. These were served on both parties on 23 May 2025. Pursuant to the directions, the Applicant filed and served her evidence in a hearing bundle comprised of 138 pages. The Respondent has not filed or served any evidence, nor has it participated in the proceedings at all. Therefore, the case proceeded on the basis of the Applicant’s evidence alone.

Relevant Law

5. This is set out in the Appendix annexed hereto.

Hearing

6. The remote CVP hearing in this case took place on 8 September 2025. The Applicant appeared in person and represented herself with the assistance of her husband. The Respondent did not attend and was not represented. Prior to the hearing the Tribunal, through the case officer, attempted to contact the Respondent by telephone to see whether it would be attending the hearing without success. The contact telephone number was a general switchboard number that went unanswered. Therefore, the Tribunal was satisfied that the Respondent was on notice as to the hearing and decided to proceed in its absence. The Tribunal then heard submissions from the Applicant.

7. The Applicant confirmed that the only issue on which she sought a determination was her liability to pay the sum of £3,809.27 for the cost of decorating the communal corridors and landing space. When asked by the Tribunal, she confirmed that the figure had been calculated by apportioning the cost set out in the major works final statement. Of course, the figure was unchallenged and the Tribunal adopted it.
8. The Applicant's primary case is that under the express terms of the lease, she is not contractually liable for the costs in issue. She submitted that she does not have access at all to the communal corridors or landing space within the building. Only the other flats do so.
9. This has been confirmed by the Respondent by an email dated 12 January 2023 (at pages A66-67 in the bundle) which expressly stated:

"...the lease plan for your property...indicates that you do not have a right of way to your property by the communal front door. The ground floor hallway-behind the communal front door-is not marked on your lease plan as a communal area for your use. It will therefore not be possible to provide you with a key to the communal front door.

Similarly you do not have right of access to the ground floor hallway from the rear, via the stairs in the passageway by your kitchen..."
10. This conclusion was reached by the Respondent following a physical inspection of the building in or about May 2023 and further confirmed in an email from the Respondent dated 3 May 2024 (see page A56 in the bundle). By an email dated 14 May 2024 (at page A55 in the bundle) the Respondent further confirmed:

"...We have removed the charges for communal electricity for the 2022/2023 Actuals and the 2024/205 Estimate, credited your account balance by £40.91. Additionally a note has been placed on the account to review future invoices to ensure these communal electricity charges are not applied in the future"
11. Despite this assurance, it seems that a number of call out charges relating solely to the communal area along with further electricity charges in or about October 2024 were demanded from the Applicant. As a consequence of a protest from her, the Respondent removed these charges and applied a credit of £203.45 to the Applicant's service charge account (see page 58 in the bundle) on the basis it did not consider that she was contractually liable for the charges.
12. For the same reasons, the Applicant submitted that she is not contractually liable because the cost of decorating the communal corridors and landing space are not areas to which she has (or ever had) access to with the other leaseholders within the meaning of clauses 7(5)(d) in the lease.

Decision

Construction of Lease - Liability to Pay

13. It is perhaps convenient to, firstly, set out the relevant contractual service charge terms of the lease.
14. By clause 3(1), the lessor covenanted to pay the service charge. This is defined at pages 11- 14 in the lease (see pages A14-17 in the bundle) by reference to the third Schedule.
15. The lessor's repairing obligations can be found at clauses 7(5) and (6) in the lease. Specifically, clause 7(5)(d) contains the lessor's covenant to:

"...redecorate and keep in good repair order and condition:

(a)...

(b)...

(c)...

*(d)... and the passages landings and staircases and other parts of the Building **enjoyed our used by the Tenant or available for use by the Tenant in common with others**". (our emphasis)*

(e)...
16. On a proper construction of this clause in the lease, the Tribunal was satisfied that the Applicant's contractual liability to pay a service charge contribution in relation to the communal corridors and landing is contingent upon her being able to actually using those areas or they be available for her use along with the other leaseholders.
17. The Applicant's uncontroverted evidence was that she does not, cannot and has never had the use of the communal corridors and landing in the building. The Tribunal accepted that evidence and found in those terms. Indeed, the Respondent's acknowledged position set out above, albeit for different reasons, is that she has not such liability.
18. The Tribunal, therefore, concluded that the Applicant is not contractually liable to pay the service charge contribution of £3,809.27 in respect of the cost of redecorating the communal corridors and landing in the building.
19. Even if the Tribunal is wrong in its construction of the lease, it was satisfied that, by reason of the stance taken by the Respondent about the Applicant having no liability for communal electricity and other costs, an *estoppel by representation* had arisen. Although the point was not expressly articulated by the Applicant in her written or oral submissions, it was an obvious point to be considered by the Tribunal.

Costs & Fees

20. On the basis that the application has succeeded entirely, for the avoidance of doubt, the Tribunal makes an order under section 20C of the Act and under paragraph 5A in Schedule 11 of the Commonhold and Leasehold Reform Act 2002 that the Respondent is not entitled to recover any costs it may have incurred in these proceedings whether through the service charge account or as administration charges. The Tribunal did not consider it just or equitable to do so.
21. For the same reasons, the Tribunal orders the Respondent to reimburse the Applicant the fees of £337 she has paid to have the application issued and heard. This sum is to be paid within 28 days of this decision being issued to the parties.

Name: Tribunal Judge I Mohabir

Date: 10 September 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).

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (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 -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.

- (2) Subsection (1) applies whether or not any payment has been made.
- (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 -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;

- (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 5A

- (1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.
- (2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.
- (3) ...

Leasehold Valuation Tribunals (Fees)(England) Regulations 2003

Regulation 9

- (1) Subject to paragraph (2), in relation to any proceedings in respect of which a fee is payable under these Regulations a tribunal may require any party to the proceedings to reimburse any other party to the proceedings for the whole or part of any fees paid by him in respect of the proceedings.
- (2) A tribunal shall not require a party to make such reimbursement if, at the time the tribunal is considering whether or not to do so, the tribunal is satisfied that the party is in receipt of any of the benefits, the allowance or a certificate mentioned in regulation 8(1).