



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

Case reference : LON/00AE/LSC/2025/0710

Property : 131B Sandringham Road, Willesden,
London NW2 5EJ

Applicant : Richard Butler

Representative : In person

Respondent : Notting Hill Genesis

Representative : Tom Owen, Dispute and Consultation
Manager

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

Tribunal : Tribunal Judge I Mohabir
Mr M Bailey MRICS

Date of Decision : 10 September 2025

DECISION

Background

1. The Applicant is an assured tenant of the Respondent at the subject property, one of two one-bedroom flats in a converted 2-storey mid-terrace house. His original tenancy agreement provided for him to contribute 60p per week to lighting in the communal hallway. The Respondent has since purported to add service charges.
2. The Applicant now seeks a determination under section 27A of the Landlord and Tenant Act 1985 (as amended) (“the Act”) as to whether the following service charges are payable:

2023/24

- Electricity £1,232.82
- Pest Control £59.06
- Administration £193.79

2025/26 (Estimated)

- Fire Risk Assessment £132
- Fire Servicing and Maintenance £102
- Electricity £225
- Administration £68.85

3. He also seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 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. However, at the hearing the Respondent confirmed that no such costs or administration charge in respect of litigation costs are being claimed against the Applicant.

Relevant Law

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

Hearing

5. The hearing in this case took place on 14 August 2025. The Applicant appeared in person and represented himself. The Respondent was represented by Mr Owen who is a Dispute and Consultation Manager employed by it. The Tribunal heard submissions from both parties in relation to the issues.

Liability to Pay

6. Put simply, the Applicant's case is that, save for the electricity costs, he is not contractually liable under the terms of his tenancy agreement to pay the other service charge costs demanded by the Respondent.
7. It is perhaps convenient to, firstly, set out the relevant contractual terms of the Applicant's tenancy.
8. The Applicant's tenancy commenced on 28 September 1992. Clause 1(1) of his written tenancy agreement expressly provided that, in addition to the rent, the Applicant was contractually obliged to pay a further sum of 60 pence per week for the provision of electricity to light the communal hallway.
9. Clause 1(6)(d) expressly provides that any variation of the tenancy agreement (without the consent of the tenant) can only be made in writing and does not take effect without providing the tenant with not less than 28 days notice in writing.
10. Mr Owen, for the Respondent, accepted that written notice in accordance with the express terms of the tenancy agreement had not been provided to the Applicant before the service charge demands (apart from the electricity costs) were served on him.
11. Nevertheless, Mr Owen submitted that the Respondent was entitled to recover the service charges for two reasons. Firstly, he argued that the Respondent is obliged under the terms of the tenancy agreement to provide the services in respect of which the costs are claimed.
12. Secondly, the Applicant had in fact paid the disputed charges in full. Mr Owen relied on the Upper Tribunal decisions in the cases of ***Cain v London Borough of Islington*** [2015] UKUT 542 (LC) and ***Marlborough Park Services Limited v Leitner*** [2018] UKUT 230 (LC) as authorities for the proposition that, because the Applicant had paid the service charges without protest, they can be regarded as having been agreed or admitted by him. Therefore, the Tribunal did not have jurisdiction to hear the application by operation of section 27A(4)(a) of the Act.
13. The Applicant submitted that he had paid the disputed service charges as a protective measure and did so having received advice in those terms. However, he referred to the disclosure in the bundle (at pages 35-36 and 39 in the bundle) of his historic dispute with the Respondent in relation to the service charges and did not accept that the payment was either agreed or admitted by him.

Decision

14. The Tribunal found that, save for the electricity cost, the Applicant is not contractually liable to pay the remaining service charges demanded by the Respondent.

15. The Respondent conceded that the Applicant's tenancy agreement had not been varied in accordance with clause 1(6)(d). The Tribunal was satisfied that the Respondent could not rely on the fact that the Applicant had paid the service charges.
16. The authorities relied on by the Respondent can be distinguished on the basis that there is clear evidence of the Applicant historically disputing the service charges going back as long ago as the year 2009/10 (pages 36 and 39 in the bundle). It seems that the Respondent failed to respond to his correspondence in any meaningful way.
17. This is consistent with the Applicant's evidence that he only made payment as a protective measure, but the service charges were never agreed or admitted by him. The Tribunal accepted his evidence on this point as being credible.
18. It follows, that the Tribunal was satisfied it had jurisdiction to hear the application as provided by section 27A(5) of the Act. Accordingly, the Tribunal concluded that, save for the electricity charges, none of the other service charges claimed by the Respondent are contractually payable by the Applicant.

Electricity Cost

19. The various electricity invoices are found at pages 141-182 in the bundle. It transpired that the electricity charges for the year 2023/24 are based on estimated readings by the electricity provider and not meter readings of actual consumption for the block. Mr Owen submitted that the overall charges for both service charge years are reasonable.
20. The Applicant accepted that he has to pay a 50% contribution for the electricity consumption for lighting the communal hallway. However, he submitted that the sums being demanded for one light, which is rarely used, is excessive. He argued that the actual meter reading by him showed that only 120 units were used. By comparison, he said that his own flat only consumed £60 for electricity a month. He contended that a contribution of £125 per annum by him was a reasonable cost based on "Barnet Council charges" as told to him "by a friend".

Decision

2023/24

21. The total sum claimed by the Respondent for this year is £2,465.64. This is entirely based on estimated meter readings. The Applicant has provided unchallenged photographic evidence of the relevant meter, although it is not known when this was taken.
22. The reading on the meter is consistent with the Applicant's evidence that only 120 units of electricity had been consumed. The communal

hallway has only 1 light, which the Applicant said is used infrequently. This evidence was unchallenged by the Respondent. The Tribunal accepted this evidence as credible because the Applicant lives at the property.

23. The Applicant's evidence, therefore, renders the electricity costs claimed for this year *prima facie* unreasonable. The question then becomes what amount should the Tribunal allow as being reasonable?
24. The figure contended for by the Applicant did not take account of the standing charge, which varies from time to time. It is widely acknowledged that electricity prices had increased significantly during this period. There was no evidence from the Applicant what "Brent Council charges" were. The figure of £250 contended for by the Applicant was unsupported by any evidence.
25. Alone, the standing charge equated to around £40 per month or £480 per annum. Given the paucity of evidence provided by both parties, and doing the best it can, the Tribunal found a sum of £90 per annum for the supply of electricity to be reasonable, resulting in a total cost of £570 per annum. Allowing for VAT at 5% results in a figure of £598.50 per annum for the building. The Tribunal, therefore, finds the Applicant's contribution for the year in question to be £299.25, being 50% of this figure.

2023/24

26. The estimated amount claimed by the Respondent is £225 per month or £2,700 per annum. This is calculated by reference to a "framework agreement", but no evidence was presented by the Respondent about how the calculation is made.
27. Absent this evidence, the Tribunal applied an uplift of approximately 10% to the 2023/24 figure it found to be reasonable, resulting in a figure for the building of £660 per annum. The Tribunal therefore finds the Applicant's estimated contribution for the year in question to be £330, being 50% of this figure.

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).