



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

Case reference : **LON/00AY/LSC/2025/0694**

Property : **Flats 1, 2 & 3, 173a Abbeville Road,
London SW4 9JJ Flat 1, 175a Abbeville
Road, London SW4 9JJ**

Applicants : **(1) Joe Swinburn, Flat 2, 173a Abbeville
Rd.
(2) Kausik & Claire Ray, Flat 1, 173a
Abbeville Rd.
(3) David & Kirsten Hughes-Hallett, Flat
3, 173a Abbeville Rd
(4) Edward Grieg-Gran, Flat 1, 175a
Abbeville Rd**

Representative : **Mr Joe Swinburn**

Respondent : **Assehold Limited**

Representative : **Mr Decker, 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
Ms Jennifer Rodericks MRICS**

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

Date of hearing : **26 August 2025**
Date of decision : **14 September 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that all sums are reasonable and payable by the applicants as service charges for the period 2023/2024 and 2024/2025 (estimated).
 - (2) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985, so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
 - (3) The tribunal does not make an order under para. 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
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The application

1. The applicants seek 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 applicants in respect of the payability and reasonableness of the service charge year **December 2023 to December 2024** under the following heads and amounts:

(i) Fire, Health and Safety Testing, Services and Repairs:	£1,132.80
(ii) Completion of BNO Inspection:	£456.00
(iii) Application of grit to footpaths in icy weather:	£66.00
(iv) Installation of emergency lights:	£438.86
(v) Fire, Health and Safety Risk assessment:	£408.00
(vi) Remedial works to electric cupboard doors:	£375.00
(vii) Management Fee:	£1,204.80
Total:	£4,077.46

AND December 2024 to December 2025 (estimated)

(i) Fire, Health and Safety Testing, Services and Repairs: £1,200

(ii) Fire, Health and Safety Risk assessment: £450.00

Total: £1,650.00

The Property

2. The building which is the subject of this application comprise two houses converted into:

Ground floor: 2 commercial units

1st Floor: Flat 1 (173A) and Flat 1 (175A)

2nd/3rd Floor: Flat 2 (173A) and Flat 3 (173A)

1. The applicants hold a long lease of their respective flats which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.

The hearing

2. The applicants were represented by Mr Joe Swinburn (lessee). The respondent was represented by Mr Decker of counsel. The tribunal was provided with a 183 page digital bundle on which both parties relied.

The issues

3. At the start of the hearing the parties identified the relevant issues for determination as follows:

(i) The payability and/or reasonableness of service charges for 2023/2024 and 2024/2025 as set out above.

4. As well as disputing the reasonableness of the amount charge, the applicants also asserted in their Scott Schedule that the following items were not chargeable under the terms of the applicants' lease. In an earlier application by the applicants ref: *LON/00AY/LSC/2023/0179* the tribunal had found the heads of service charge challenged in that application were payable under the terms of the lease. In this application, many of the same heads of service charge are challenged and the applicants appear to be raising legal arguments that have been previously decided and not appealed. The applicants also referred the

tribunal to the decisions in *LON/00AY/LSC/2023/0179* and *LON/00AY/LSC/2024/0034* concerning the same landlord.

5. However, this tribunal is not bound to follow a decision of another first tier tribunal, although it will have regard to the previous tribunal's decisions.
6. In this application, the applicants assert that the following heads of service charge are not payable under the terms of the lease:
 - (i) BNO Inspection
 - (ii) Application of grit
 - (iii) Works to electric cupboard doors
 - (iv) Emergency lights
7. The applicants also challenged whether the demands for payment had been validly made.
8. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

The tribunal's decision

9. The tribunal determines that all sums demanded by the respondent for the service charge years 2023/2024 and 2024/2025 (estimate) are reasonable and payable by the applicants under the terms of their respective leases.

Reasons for the tribunal's decision

10. The applicants' leases at clause xx set out the landlord's obligations to maintain the Development in which the subject building (173 and 175 forms part) and keep it in good and substantial order. provide the following. Clause 6(5) states:

Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the Landlord's absolute discretion may be necessary or advisable for the proper maintenance safety and administration of the Development.

11. Although the applicants relied on two previous cases of the tribunal in LON/00AY/LSC/2023/0179 and LON/00AY/LSC/2024/0034 this tribunal is not bound by those decision in making its determinations in this application.

12. The tribunal makes the following determinations:

Fire, Health and Safety Testing, Services and Repairs:£1,132.80 (£1,540.80 actuals)

13. The tribunal finds the applicants are required to contribute to the cost of these works under the terms of the leases. The tribunal finds the costs incurred are reasonable and payable by the applicants. The applicants accept these works are necessary. However, the tribunal finds the landlord is not bound to accept the applicants' 'comparative' quote of £1,000 and does not render the landlord's choice of contractor and scope of works to be unreasonable.

Completion of BNO Inspection: £456.00

14. The tribunal finds these costs are reasonable and payable under the terms of the leases. The tribunal accepts it was necessary and reasonable for the contractor to re-attend the subject property in order to complete the inspection. The applicants are being charged for the successful visit and not the earlier unsuccessful visit.

Application of grit to footpaths in icy weather: £66.00

15. The tribunal finds this service charge falls under the landlord's wide discretion afforded by clause 6(5) of the lease. As seen in photograph provided, the area of grit applied covers the area immediately outside the applicants front doors (173A and 175A). The tribunal considers the sum incurred is minimal and reasonable in view of the health and safety aspect. Therefore, the tribunal finds this sum is payable by the applicants.

***In writing up the decision I changed my view on this item.
Do you agree – I am quite happy to change.***

I'd still be inclined to go with our original decision on the basis that the area gritted is outside of the landlord's ownership.

However, it is a very small cost and photographic proof was provided so I don't feel strongly either way. Happy to go with your amendment therefore.

Installation of emergency lights: £438.86

16. The tribunal finds this sum is reasonable and payable by the applicants. The tribunal does not accept the applicants' assertions that this work was unnecessary as the lease allows the landlord a wide discretion in deciding upon what safety measures to implement.

Fire, Health and Safety Risk assessment: £408.00

17. The tribunal finds this sum is reasonable and payable under the terms of the leases.

Remedial works to electric cupboard doors: £375.00

18. The tribunal finds this sum is reasonable and payable by the applicants under the terms of the leases. The tribunal accepts the respondent's submissions that there is a continuing duty to ensure compliance with safety legislation. Although, the applicants assert previous work was done badly the tribunal finds that this does negate the obligation of the landlord to ensure remedial works are done and the cupboard and building made safe in the event of a fire.

Management Fee: £1,204.80

19. The tribunal finds this sum is payable under the terms of the leases and within the range of reasonableness for the services provided to the applicants.

Fire, Health and Safety Testing, Services and Repairs: £1,200

20. The tribunal finds the applicants have accepted the need for the landlord to carry out these works. The tribunal finds the estimate sum is reasonable and payable by the applicants.

Fire, Health and Safety Risk assessment: £450.00

21. The tribunal finds this sum is reasonable and payable under the terms of the leases.

Application under s.20 of the 1985 Act and para 5A of Sch.11 of the 2002 Act

22. In the application form the applicants applied for an order under section 20C of the 1985. Having regard to its decisions above, the tribunal does not consider that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act. Similarly, the tribunal declines to make an order under para 5A of Schedule 11 of the 2002 Act.

Name: Judge Tagliavini

Date: 14 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 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).