



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

Case Reference : **CHI/45UH/LSC/2024/0113**

Property : **22 Greystoke Avenue
Worthing
West Sussex
BN13 1LR**

Applicant : **Moria Maria Weller**

Representative : **None**

Respondent : **Westlake Management Company
Limited**

Representative : **Jordan & Cook Limited**

Type of Application : **Determination of liability to pay and
reasonableness of service charges
Section 27A Landlord and Tenant Act
and orders pursuant to Section 20C of the
Landlord and Tenant Act and paragraph
5A Schedule 11 of the Commonhold and
Leasehold Reform Act 2002.**

Tribunal Members : **Mr I R Perry FRICS**

Date of Inspection : **None, determined on the papers**

Date of Decision : **15th August 2025**

DECISION

Summary of Decision

1. On 15th August 2025 the Tribunal determined that the Service Charge demands for the period 25th March 2017 to 24th March 2023 and 24th March 2024 to 28th September 2024 are reasonable and payable by the Applicant.
1. Applications made in respect of Section 20C of the Landlord and Tenant Act and paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 are refused.

Background

2. The Applicant has made an application for determination of liability to pay and the reasonableness of service charges for the periods 25th March 2017 to 24th March 2023 and 24th March 2024 to 28th September 2024. The application was received on 8th July 2024.
3. The Applicant also seeks orders pursuant to Section 20C of the Landlord and Tenant Act and paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
4. The Applicant outlined her case in a 6-page document attached to the application and is asking the Tribunal to decide “if I did not get the services required by covenants of my lease should I be charged full maintenance?”
5. A Case Management and Dispute Resolution Hearing was held on 7th February 2025. Caroline Chapaman of Jordan and Cook together with a Mr Walton, understood to be a director of the Respondent, attended in person. The Applicant attended by telephone.
6. The Applicant was extremely distressed throughout the hearing and informed the Tribunal that she was in very poor health.
7. The Respondent agreed to provide documents relevant to the application in advance of the Applicant’s case in the hope that this would identify the relevant issues and clarify the challenges to the service charges.
8. The Tribunal was unclear how the Applicant would be able to copy and send any documents or provide copies of photographs. However, the Tribunal was cognisant of its role to hear and decide cases in a timely manner.
9. The Directions issued on 7th February 2025 as a result of the initial Hearing stated that the Tribunal considered that this matter could be determined on papers alone and without an inspection of the property.
10. The Respondent was required to provide documents to the Applicant by 28th February 2025,
11. Paragraph 21 of the Directions required the Applicant to send to the Respondent by 11th April 2025 a statement setting out each aspect of her case and to provide

all relevant documents relied upon. Furthermore, the Applicant was required to set out clearly and separately each item in dispute.

12. The Respondent was required to then submit its' case to the Applicant by 9th May 2025, and the Applicant could send a reply by 6th June 2025
13. The Respondent would then be responsible for submitting a bundle of relevant documents to the Tribunal by 20th June 2025 with a copy being sent to the Applicant.
14. The Respondent duly provided the Tribunal with an electronic bundle of 181 pages. The Applicant had not provided a Statement of Case as had been specified in the Directions and had not spoken to the Respondent to describe any difficulties despite have spoken briefly during a site visit.
15. On 23rd June 2025 the Tribunal issued further Directions for the case to be dealt with on the papers.

Submissions

16. The original Application from the Applicant asked the Tribunal to consider the Service Charges for the 6 years from 25th March 2017 to 24th March 2023 in the total sum of £12,358.14 and part of the year 25th March 2024 to 28th September 2024 in the sum of £1,848.80. The period 25th March 2023 to 24th March 2024 was not in question.
17. The Applicant states that she has never refused to pay service charges nor has she admitted that she owed all the money but has withheld payments due to, in her opinion, the unreasonableness of the Respondent, claiming that her home has been devalued due to neglect and "not proper maintenance".
18. In her letter of 4th July 2024, the Applicant refers to an alleged out of court settlement between the Respondent and a previous employee which may have incurred costs to the service charge, but does not identify this nor provide any definite information. She also states that that the rainwater goods and roof fascia boards have not been decorated for a good 20 years and complains of when rain penetrated the roof to her home. She confirms that a door frame to her building has been replaced.
19. The Applicant also avers that her television was disconnected from the communal aerial in 2022, complains about a new noisy neighbour within her block and complains about the standard of gardening which she considers could be better.
20. The Respondent includes a statement of case within the bundle which describes the development including the subject property comprising 122 residential flats in 18 blocks with each flat owner being responsible for a proportion of service charges regardless of which block they are in.
21. The Respondent sets out the provisions of the lease that relate to service charges, confirms that no case has been received from the Respondent and provides answers to all the issues raised by the Applicant. In particular, that maintenance

has been carried out to the block in which the property is situated, that the rainwater goods are plastic and do not require painting, that fascia boards are adjudged to be in reasonable condition, that the block was last decorated in 2016 and again in 2023, that the roof leak was repaired, that the tv has not been disconnected, that the managing agent does not control who occupies a property, that the Local Authority found no noise nuisance and that shrubs are maintained although possibly not to the same standard as when the Applicant had maintained them herself in the past before she suffered ill health.

22. The bundle contains further correspondence between the Applicant and Respondent dating back to March 2017.

Consideration and Determination

23. The Applicant has not provided a written statement as required by the Directions issued on 7th February 2025, but the Tribunal decided that it had sufficient evidence from the original application and the representations from the Respondent to reach a reasoned decision as to the payability of the service charges in question.
24. The Tribunal noted that within the original application the Applicant does not question any of the specific charges within the service charges, indeed her main argument is that she has withheld payment as she has not received all the services that she is due, or at the right level, which would increase the charges. Given the evidence provided the Tribunal does not consider that the Respondent has failed to provide any services.
25. In conclusion, the Applicant has not shown that any of the costs included in the service charges for the periods in question were unreasonable.
26. Accordingly, the Tribunal determined that the Service Charge demands for the periods 25th March 2017 to 24th March 2023 and the period 25th March 2024 to 28th September 2024 were reasonable and payable by the Applicant.
27. Applications made in respect of Section 20C of the Landlord and Tenant Act and paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 are refused.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.
5. Either party seeking to appeal a decision are referred to form RPPTA.