

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

Case Reference	:	CHI/00ML/LIS/2024/0001
Property	:	Flat 4 25 Lansdowne Place Brighton East Sussex BN3 1HF
Applicant	:	Lansdowne-Holland RTM Company Limited
Representative	:	Mr Paul Leybourne
Respondent	:	Mrs Deborah Bell
Representative	:	None
Type of Application	:	Application for a determination of liability to pay and reasonableness of service charges Section 27A Landlord and Tenant Act 1985.
Tribunal Member	:	Mr I R Perry FRICS
Date of Application	:	27th March 2024
Date of Decision	:	8th September 2025

DECISION

Decision of the Tribunal

The Tribunal determines that the service charge for the year 2021/2022 is payable in the sum of £3236.60, for 2022/2023 in the sum of £3164.32, for the year 2023/2024 in the sum of £5,331 and for the year 2024/2025 the sum of £7058.88 are all payable by the Respondent. A total of £18,790.80.

The service charges for the current year 2025-2026 were not included in this application.

Background

1. On 27th March 2024 the Applicant applied to the Tribunal for a determination of liability and reasonableness of service charges for the years 2021/2022, 2022/2023, 2023/2024, and 2024/2025 stating that the Leaseholder is not paying the service charge. The Applicant asks, “Is the Leaseholder liable to pay the service charges?”.
2. The Applicant is a Right to Manage Company (“RTM”) with specific responsibilities for the building.
3. The Tribunal issued directions on 6th March 2025 stating that the Tribunal considered this application would benefit from a case management and dispute hearing which was scheduled for 25th April 2025. The parties were required to attend in person.
4. The Applicant made a Case Management Application on 27th March 2025 to allow one of its representatives to attend remotely. This was approved by the Tribunal on 1st April 2025. A copy had been sent to the Respondent.
5. On 25th April 2025 further Directions were issued by the Tribunal as it appeared that the Directions of 6th March 2025 may not have been sent to the Respondent.
6. At the Case Management Hearing on 25th April 2025 the Applicant confirmed that the service charges in respect of which a determination was sought were the actual service charges for years ending 25th March 2022, 25th March 2023 and 25th March 2024 together with an estimated ‘on account’ service charge for the year ending 25th March 2025.
7. The Directions issued on 25th April 2025 included specific dates by which time the parties should submit their respective cases to each other and to the Tribunal.

Submissions

8. As required by the Tribunal the Applicant submitted a bundle to the Tribunal of some 176 pages. Any references to the bundle are referenced in square brackets thus [].
9. 25 Lansdowne Place is a Victorian period building converted to provide six residential flats. The Freeholder at the time the lease was granted was Gullbond Limited.

10. The Applicants Statement of Case [p55] states that the Respondent does not recognise the Right to Manage Company nor the Applicant's managing agent Sawyer & Co, and that both have been unsuccessful in collecting unpaid service charge costs from the Respondent.
11. The Applicant provides documents detailing the establishment of the Right to Manage company [p59-88] and appointment of Allen Conway Property Services as their managing agent [p82-86].
12. The Lessee named in the original lease is Deborah Isaac who appears to have been the sole director of Gullbond Limited who was the original freeholder of the building. Gullbond Limited was dissolved on 18th April 2017 [p62].
13. A Mr Stewart Bell wrote to Allen Conway Property Services on 5th March 2020 holding himself out to be an owner of Flat 4. Solicitors acting for the RTM wrote to Ms Isaac on 24th July 2020 [p88] asking for confirmation that Mr Bell was her representative and explaining the history that had led to and included the establishment of the RTM company.
14. Correspondence is included addressed to Mrs Deborah Bell at Flat 4 [p100] for the service charge for the period ending 29th September 2021 and an application for payment is sent to Mrs Deborah Bell (nee Ms Isaac) on 25th March 2022 [p106].
15. Further correspondence to the Respondent from Sawyer & Co, who had taken over the management, relating to the annual service charges is included [p105-148] [155-159] and 172-176] and audits of the accounts prepared by Knight Accountants are included [p149-154] and [159-170].
16. No response or submissions were received from the Respondent.

The Lease

17. The lease for the property [p36] is dated 13th November 1989. Section 1 describes the demise transferred to the Lessee subject to a ground rent of £50 per annum, which itself is subject to increases every 25 years.
18. Sections 2 and 3 [p38-39] of the lease bind the Lessee to certain responsibilities and Section 4 [p42] requires the lessee to pay a 20% share of all the maintenance costs for the building to be known as the Annual Maintenance Charge.

The Law

27A Liability to pay service charges: Jurisdiction

- (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.

Matters Considered and Determined

- 19. The Tribunal determines that the Annual Maintenance Charge is to be regarded as a service charge within the context of the Landlord & Tenant Act 1985.
- 20. The Tribunal determines that the service charge for the year 2021/2022 is payable in the sum of £3236.60, for 2022/2023 in the sum of £3164.32, for the year 2023/2024 in the sum of £5,331 and for the year 2024/2025 the sum of £7058.88 are all payable by the Respondent. A total of £18,790.80.

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.