



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

Case Reference : **HAV/21UF/LSC/2025/0661**

Property : **Flat 3
21 Albany Road
Seaford
East Sussex
BN25 2QB**

Applicant : **Channel View 21 Albany Road Seaford
Limited (“CVL”)**

Representative : **Dylane Dawkins, SO Legal Limited**

Respondent : **Mrs Gemma Saunderson-Barker**

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 : **10th April 2025**

Date of Decision : **8th September 2025**

DECISION

Decision of the Tribunal

The Tribunal determines that the service charges for the years ending September 2022-2025 are payable by the Respondent in the sum of £2,159.52, Legal Fees of £5,880.00 and interest of £114.21 are also payable.

Background

1. On 10th April 2025 the Applicant applied to the Tribunal for a determination of liability and reasonableness of service charges for the years 2022-2025.
2. In addition, at that stage, the Applicant sought to recover legal costs of £3,890.00 and interest of £76.14.
3. The Tribunal issued directions on 9th June 2025 stating that the Tribunal considered this application is suitable to be decided on the papers alone without an oral hearing. Both parties were given dates to submit their respective cases.
4. Neither party requested an oral hearing.
5. The Applicant is the Freeholder of the building with responsibility for its upkeep and maintenance, the cost of which is born by the various lessees.

Submissions

6. The Applicant provided an electronic bundle of 141 pages. Reference to documents in the bundle are enclosed by square brackets thus [p...].
7. The Applicant submitted a witness statement of Maz Micheal [p27-117] who owns Flat 5 and is a joint director of the Applicant. Her statement clearly sets out the Applicant's case to the effect that the property is one of 6 flats within the building, that the Respondent is the proprietor of Flat 3 and is liable for a share of the service charges together with interest on any arrears and legal costs incurred for the collection of the service charges.
8. The Applicant provided a copy of the Land Registry Title for the property [p121] which shows the Respondent to be joint owner with Rosina Elizabeth Lowe and a copy Death Certificate of Rosina Elizabeth Lowe dated 22nd January 2019.
9. The electronic bundle includes unaudited accountant's statements of account for 31st December 2023 and 2024 [122-135] and formal demands for service charge for the periods 1st May 2023 to 24th March 2025 [69-72].
10. The Applicant states that the property has been occupied by the Respondent's nephew Mr Daniel Furminger from August 2021 to present, and that arrears of the service charge have arisen sporadically since before September 2022.
11. The Applicant has endeavoured to collect service charges from the Respondent, but no funds have been paid.
12. On 10th January 2024 the Respondent sent an email to a member of CVL confirming that her nephew was to pay the service charges on her behalf. The Respondent did not challenge the amount or indeed the payability of the

charges. CVL contacted Mr Furminger on 19th June 2024 to request payment, but none was received.

13. The service charges for the years ending September 2022, 2023, 2024 and 2025 are all unpaid in the total sum of £2,159.52.
14. The Applicant seeks to recover this sum plus interest calculated in accordance with the lease in the sum of £114.21 and legal costs which have now increased to £5,880.
15. Formal demands for payment of the service charge were sent to the Respondent on 10th October 2024 [p69]. A Letter of Claim was sent on 17th January 2025 [p75] and a further demand was sent on 4th April 2025 [p80].
16. On June 9th, 2025, the Applicant's representative wrote to the Tribunal stating that she had not received any witness statement or correspondence from the Respondent [p140]
17. The Tribunal has received no acknowledgment or submissions from the Respondent who has failed to engage with the proceedings.

The Lease

18. The Lease for the property [p38] is dated 8th March 2006. Clause 3 (2) (i) sets out the Lessees responsibility to pay "the service charge" and Clause 2 (15) sets out the Lessees responsibility to pay legal costs and surveyors fees in contemplation of proceedings under Sections 146 and 147 of the Law of Property Act 1925.
19. Clause 3 (2) (ii) (d) of the Lease provides for the Lessor to charge interest for any sums that are outstanding for more than 21 days until such time as payment is received.

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

- 20. Having seen the supporting documentation, including the lease and approved accounts the Tribunal determines that the service charges for the years in question are payable by the Respondent owner of Flat 3.
- 21. Relying on its expertise and experience the Tribunal found that the amounts of the charges were in a reasonable range for a property of this type and as detailed in the accounts provided.
- 22. The Tribunal notes that the Respondent has not questioned the amount or payability of any of the charges.
- 23. Accordingly, and in the absence of any comment from the Respondent except her statement that her nephew should pay the charges, the Tribunal determines that the Respondent is liable for and should pay all the unpaid service charges for the years ending September 2022, 2023, 2024 and 2025 in the total sum of £2,159.52.
- 24. The Respondent must also pay the Applicant's legal costs which, to date, amount to £5,880 and interest as calculated to 10th April 2025 in the sum of £114.21. Further interest will accrue until such time as full payment is made.

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.