



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

Case reference : LON/00BK/LSL/2025/0006

Property : 53 Cumberland Court, Great
Cumberland Place, London, W1H 7DQ

Applicant : (1) Antonios Meze (2) Katerina
Mirofordis (3) Anatoli Meze (4) Eirini
Meze

Representative : Suhad Yazbak

Respondent : Cumberland Court Investments Limited

Representative : N/A

Type of application : For the determination of the liability to
pay service charges under section 27A of
the Landlord and Tenant Act 1985

Judge H Carr

Tribunal members : Fiona Macleod MCIEH
N Miller

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 19th September 2025

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sums payable by the Applicant in respect of the service charges for the years 2019 – 2023 and the budgeted costs for 2024 are as set out in the Scott Schedule attached as Appendix 1.
- (2) The tribunal makes the determinations as set out under the relevant headings below and as set out in the Scott Schedule attached as Appendix 1.
- (3) The tribunal makes 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.
- (4) The tribunal determines that the Respondent shall pay the Applicant £330 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

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 service charge years for the years 2019 – 2023 and the budgeted costs for 2024.

The hearing

2. The Applicants were represented by Anthony Cutler of Counsel at the hearing. Eirini Meze attended and gave evidence on behalf of the Applicants. The Respondent did not appear and has not engaged in the proceedings

3. The tribunal considered whether to proceed in the absence of the Respondent. Its powers to proceed in such instances is provided by rule 34 of its procedural rules. Rule 34 provides as follows:

If a party fails to attend a hearing the Tribunal may proceed with the hearing if the Tribunal—

- (a) is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing; and
- (b) considers that it is in the interests of justice to proceed with the hearing

4. The Applicant provided evidence of the steps that had been taken to notify the Respondent of the hearing. It argued that it had complied with Rule 16 of the procedural rules.
5. The tribunal determined to proceed with the hearing in the absence of the Respondent because it was satisfied that the requirements of Rule 16 had been complied with, that reasonable steps had been taken to notify the Respondent of the hearing and it was in the interests of justice to proceed as the Applicant is entitled to a decision in a reasonable period, has thoroughly prepared her case and instructed counsel.
6. The Applicant made a further application in connection with a late witness statement provided by the principal Applicant, Ms Eirini Meze. The tribunal determined to allow that witness statement on the basis that it raised no new issues but provided information which is useful for the determination of the application. The principal applicant was present at the hearing and was able to answer questions from the tribunal. The application to introduce the new witness statement was made on 24th July 2025 which provided sufficient time for the Respondent to object if it so wished.

The background

7. The property which is the subject of this application is a flat in a purpose-built block of around 65 flats. The building comprises 9 residential floors plus commercial units at ground floor level. The building dates from the 1930's and appears to have been converted into flats in the late 1970's/ early 80's.
8. Neither party requested an inspection, and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
9. The Applicant holds a long lease of the property 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 issues

10. In its statement of case and its Scott Schedule the Applicant identified the relevant issues for determination as follows:
 - (i) The payability and/or reasonableness of service charges for 2019 – 2023 and the budgeted charges for 2024
 - (ii) In particular for all years in dispute the Applicant challenged
 - a. Gutters drains and plumbing
 - b. Fire alarm
 - c. Sump pump
 - d. Cleaning common parts

- e. Emergency lighting
- f. General repairs and maintenance
- g. Wages and temporary portorage

(iii) Further challenges were made for specific costs demand as follows

- a. Water hygiene in 2020 and 2022
- b. drain clearance in 2022 and 2025
- c. lift contract and maintenance in 2022 and 2023
- d. professional fees in 2022
- e. entry phone in 2023

11. 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.

Failure to comply with the provisions of the lease

12. The Applicant says that the Respondent has failed to comply with the provisions of the lease with regards to service charges.
13. Those provisions are set out in the 2nd Sched Part IV para 5 of the lease. Counsel paraphrased these as follows:

- That, as soon as practicable after the end of an Accounting Year, service charge accounts would be certified by the Accountant (para 5.2)
 - That the Respondent would subsequently, and as soon as reasonably practicable serve a summary of the Service Rent and the difference between that and the estimated rent (para 5.3).
 - That any excess would be repaid to the Applicants (para 5.5)
14. The Applicant accepts that these provisions do not impact upon the service charges for 2019, 2020 and 2021. However, for the years 2022, 2023 and 2024, final accounts have not been provided. In 2022 a budget is provided, in 2023 Draft accounts are provided and in 2024 a budget is provided. There have been no certified accounts since 2021.
15. The Applicant draws on case law to argue that
- (i) Any budgeted or estimated sum demanded must be “objectively reasonable” at the time the demand was served (*Wigmore Homes (UK) Ltd v Spemby Works Residents Association Ltd* [2018] UKUT 252 (LC), [2019] HLR 6 at [43] and [45]).
 - (ii) Absence of certification may be relevant to the question of reasonableness (at [43]).
 - (iii) Absence of accounts for previous years is capable of being grounds for circumspection as to estimates (*Pendra Loweth Management v North* [2015] UKUT 91 (LC) at [51], cited in *Wigmore* at [43]).
 - (iv) The burden falls on the Respondent to establish the reasonableness of the budget (at [52]).
16. The Applicant submits that the lack of finalisation and certification of the 2023 accounts, unexplained and in the context of them being the only accounts whatever delivered after 2021, renders them of no assistance.

17. They submit that in all the circumstances, the Respondent has failed to prove any reasonable expenditure or any recoverable expenditure at all, for any of the individual years 2022, 2023 and 2024.
18. Further the Applicant argues that, bearing in mind the relevant provisions of the lease as set out above, the variation and excessive increase in service charges over the years 2022 – 2024 demonstrate that the draft accounts and budgets are not to be relied on. The figures are set out in the table below.

Year	Page	Service Costs (£)	Average (£)	Increase	Increase (%)
2019	e312	406,965.00	386,560.33		
2020	e317	378,413.00			
2021	e322	374,303.00			
2022	e440	397,760.00		11,199.67	2.9
2023	e437	556,707.65		170,147.32	44.02
2024	e354	522,790.00		136,229.67	35.24

19. The Applicant argues that if the tribunal does not accept its argument that no charges are payable for those years, then it should reduce the charges for the years 2022, 2023 and 2024 by 50%.

The tribunal's decision

20. The tribunal determines that failure to provide finalisation of the accounts to date does not preclude the tribunal from making decisions about the reasonableness of the budgeted demands.

Reasons for the tribunal's decision

21. In these circumstances the tribunal does not consider that sufficient time has passed to enable it to determine that the Respondent has breached the requirements of the lease and therefore that nothing is payable. The requirements are put in very general terms and suggest that the Respondent has considerable leeway in compliance.
22. Nor is it prepared to reduce the charges by 50% on a blanket basis. There have been considerable changes in building and service provision costs over the last five years, and the tribunal will consider each challenge on an individual basis. Moreover, it does appear that in the earlier years little work was carried out on what is inevitably an aging building, and this must also be taken into account.
23. However, it will consider the Applicant's more generalised submissions in determining the reasonableness and payability of individual items challenged in that year.

Individual service charge challenges.

24. The individual challenges to items on the service charge demands are set out in the Applicant's Scott Schedule.
25. The Applicant makes the following submissions
 - (i) Following *Wynne v Yates* [2021] UKUT 287 (LC) at [11] it is accepted that it is for the Applicant to provide some evidence that the charge is unreasonable. The burden then falls on the Respondent to prove reasonableness. It is submitted that, in all the following items, the Applicants have discharged their evidential burden as to reasonableness.
 - (ii) The Applicants rely on the provision of the Landlord and Tenant Act 1985, s.19(1), that costs must be reasonably incurred and of reasonable standard.

26. The tribunal has summarised the Applicant's arguments for each individual item and the conclusion it has reached on the attached Scott Schedule.

Application under s.20C and refund of fees

27. At the end of the hearing, the Applicant made an application for a refund of the fees that she had paid in respect of the application/ hearing¹. Having heard the submissions, taking into account the determinations above, and noting that the Respondent has failed to engage with the tribunal process at all, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
28. In the application form the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the Applicants and taking into account the determinations above, and noting the failure to engage with the tribunal process, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: Judge H Carr

Date: 19th September 2025

Rights of appeal

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

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).

SCHEDULE

DISPUTED SERVICE CHARGES S/C YEAR ENDED 2019 [FOR THE YEAR ENDED 31 DECEMBER 2019]

Case Reference: LON/00BK/LSL/2025/0006	Premises: 53 Cumberland Court, Great Cumberland Place, London, W1H 7DQ
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ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Gutters, Drains and Plumbing	£8,656	These sums are not reasonable in amount. The relevant services in relation to the gutters, drainage, plumbing, fire alarm, pump sump, and water hygiene are services that are shared between the both the residential and commercial units in the building. Notwithstanding the service charge expenditure statement indicates that the service charges demanded from the commercial tenants was £nil for this year (and for all subsequent years in which certified accounts have been provided). Notably the service charges demanded from commercial units for the service charge year 2018 amounted to £86,573. It is not reasonable for		Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. On the face of it these services are enjoyed by the whole building. Therefore, we reduce this by 28 % as the amount due to be paid by commercial tenants on previous information. Total payable = £6,232.32

		the residential tenants to pay for services for which the commercial units are benefitting. The relevant figures should be adjusted to remove the usage and benefit gained by commercial tenants prior to calculating the proportion that the Applicants should be charged. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/or are reasonably incurred.		
Fire Alarm	£977	These sums are not reasonable in amount. The relevant services in relation to the gutters, drainage, plumbing, fire alarm, pump sump, and water hygiene are services that are shared between the both the residential and commercial units in the building. Notwithstanding the service charge expenditure statement indicates that the service charges demanded from the commercial tenants was £nil for this year (and for all subsequent years in which certified accounts have been provided). Notably the service charges demanded from commercial units for the service charge year 2018 amounted to £86,573. It is not reasonable for		Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. The services are on the face of it services enjoyed by whole of building. Therefore, we reduce this by 28 % as the amount due to be paid by commercial tenants on previous information. Amount payable = £703.44

		the residential tenants to pay for services for which the commercial units are benefitting. The relevant figures should be adjusted to remove the usage and benefit gained by commercial tenants prior to calculating the proportion that the Applicants should be charged. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/or are reasonably incurred.		
Pump sump	£516	These sums are not reasonable in amount. The relevant services in relation to the gutters, drainage, plumbing, fire alarm, pump sump, and water hygiene are services that are shared between the both the residential and commercial units in the building. Notwithstanding the service charge expenditure statement indicates that the service charges demanded from the commercial tenants was £nil for this year (and for all subsequent years in which certified accounts have been provided). Notably the service charges demanded from commercial units for the service charge year 2018 amounted to £86,573. It is not reasonable for		Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. On the face of it these services are enjoyed by the whole building. Therefore, we reduce this by 28 % as the amount due to be paid by commercial tenants on previous information. The amount payable is £371.52

		the residential tenants to pay for services for which the commercial units are benefitting. The relevant figures should be adjusted to remove the usage and benefit gained by commercial tenants prior to calculating the proportion that the Applicants should be charged. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/or are reasonably incurred.		
Water hygiene	£327	These sums are not reasonable in amount. The relevant services in relation to the gutters, drainage, plumbing, fire alarm, pump sump, and water hygiene are services that are shared between the both the residential and commercial units in the Building. Notwithstanding the service charge expenditure statement indicates that the service charges demanded from the commercial tenants was £nil for this year (and for all subsequent years in which certified accounts have been provided). Notably the service charges demanded from commercial units for the service charge year 2018 amounted to £86,573. It is not reasonable for		Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. On the face of it these services are enjoyed by the whole building. Therefore, we reduce this by 28 % as the amount due to be paid by commercial tenants on previous information. The amount payable = £235.44

		the residential tenants to pay for services for which the commercial units are benefitting. The relevant figures should be adjusted to remove the usage and benefit gained by commercial tenants prior to calculating the proportion that the Applicants should be charged. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/or are reasonably incurred.		
Cleaning Common parts	£56,212	The sum is not reasonable in amount and is not (wholly) reasonably incurred. The charge is excessive and has increased year on year at a rate above inflation. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/or are reasonably incurred. The Applicants reserve the right to challenge whether the same are recoverable		The costs are for the cleaning of communal spaces within the building over 8-hour shifts, 6 days per week for 52 weeks per year The tribunal notes that the applicants paid the charge in previous years. There has been an increase but in this year the increase does not seem unreasonable. The tribunal therefore determines that the applicant has not satisfied it on the burden of proof that this charge is unreasonable.

		under the terms of the Lease. The Applicants have sourced four comparable quotations (for 2024 prices) demonstrating that a reasonable sum to be charged for the cleaning of the common parts of the Building is in the region of £35,000 to £45,000. The Applicants accept that a figure in this region would be reasonable in amount and reasonably incurred. The relevant quotations are annexed to this Application at Annex 1. _ The Applicants reserve the right to adduce more during the process of disclosure. These four quotations are from: i. Knightsbridge Commercial Facilities Management Services (£37,440 + VAT); ii Capital Services Solutions (£39,229.47 + VAT); iii. Out of Hour Facilities Maintenance & Cleaning Services (£34,560 + VAT); and, iv. Imperium Security Limited (this quotation includes other concierge services) (£86,175.94 + VAT).		The quotes obtained by the applicant are not on a like to like basis. She has judged the service on her own observations and not on the basis of informed knowledge. She has not asked the Respondent for details of the service. The tribunal notes that the companies who provided quotes did not visit the property when providing the quotation. Figure of £56,212 therefore reasonable and payable
Emergency Lighting	£5,958	The sum is not reasonable in amount and is not reasonably incurred. The charge is excessive. The Applicants understand this cost to be divided between PAT testing		The tribunal finds that the applicant has not discharged the burden of proof and demonstrated to the tribunal that these charges are unreasonable. She has assumed that

		and the provision of EICRs, and the installation of emergency lighting. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/ or are reasonably incurred. Notwithstanding the generality of the foregoing, the Applicants have sourced comparable evidence, and reserve the right to adduce more during the process of disclosure: The Applicants have sourced comparable quotations (for 2024 prices) demonstrating that a reasonable sum to be charged for the PAT testing and the provision of EICRs for 25+ circuits is c.£350. A copy of the relevant quotation is annexed to this Application at Annex 2. The Applicants have sourced comparable quotations (for 2024 prices) demonstrating that a reasonable sum to be charged for emergency lighting is £11.95 to c.£40+, with an installation cost of c.£140. Copies of the relevant		the cost is for PAT testing and the provision of EICRS and it appears as though she has misunderstood the installation of emergency lighting. The figure of £5,958 therefore reasonable and payable
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		quotation is annexed to this Application at Annex 3.		
General repairs & Maintenance	£8,746	The Applicants have no evidence of what services have been charged for under this head. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/ or are reasonably incurred.		63 flats in an old block, where routine repairs should be expected. Costs of less than £200 per lessee are not on the face of it unreasonable and indeed seem very low. The amount of £8,746 is therefore reasonable and payable
Wages (inc. NIC) & temporary porterage	£164,720	The charge is excessive and has increased year on year. The Applicant has sourced a comparable quotation (for 2024 prices) demonstrating that a reasonable sum to be charged for the cleaning of the common parts as well as porterage services is in the region of £86,175.94 + VAT (see Imperium Security Limited quotation at Annex 1). The Respondent is requested to adduce evidence as to what other "wage/" are covered under this head, and Applicant reserves the right to challenge whether the services provided are recoverable under the terms of the Lease.		Applicant gave evidence that there were two porters providing a 6 day a week service of at least 12 hours per day. Additional cover was provided during annual leave etc. The tribunal did not have before it the contract requirements. The tribunal took into account minimum wage requirements of £11.40 per hour, national insurance and other on costs. It considered that a reasonable charge for these services was approximately £100,000 per annum and reduces the amount payable to that sum.

SCHEDULE

**DISPUTED SERVICE CHARGES S/C YEAR ENDED
2020 [FOR THE YEAR ENDED 31 DECEMBER 2020]**

Case Reference: LON/00BK/LSL/2025/0006	Premises: 53 Cumberland Court, Great Cumberland Place, London, W1H 7DQ
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ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Gutters, Drains and Plumbing	£9,390	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of the Supplement.		Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. On the face of it these services are enjoyed by the whole building. Therefore, we reduce this by 28% as the amount due to be paid by commercial tenants on previous information. The amount payable is therefore £6760.80

Fire Alarm	£4,153	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of the Supplement.	Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. On the face of it these services are enjoyed by the whole building. Therefore, we reduce this by 28 % as the amount due to be paid by commercial tenants on previous information. The amount payable is therefore £2990.16
Pump Sump	£2,020	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of the Supplement.	Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. On the face of it these services are enjoyed by the whole building. Therefore, we reduce this by 28 % as the amount due to be paid by commercial tenants on previous information. Therefore the amount payable is £1454.40

Water hygiene	£780	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of the Supplement.	Burden of proof that these are not reasonable has been discharged by applicants as there is some evidence that in previous years the commercial tenants have contributed. On the face of it these services are enjoyed by the whole building. Therefore, we reduce this by 28 % as the amount due to be paid by commercial tenants on previous information. The amount payable is £561.60
Cleaning common parts	£78,455	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 4.1, 4.2 and 4.3 of the Supplement.	The tribunal notes that this is during the first year of lockdown when there were additional calls on cleaning. Therefore, it considers that the applicant has not discharged the burden of proof that this charge is unreasonable. The amount charged is reasonable and payable.
Emergency Lighting	£570	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 5.1, 5.2 and 5.3 of the Supplement.	This charge is reasonable and payable.

General repairs & maintenance	£8,604	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 6.1 and 6.2 of the Supplement.		This charge is reasonable and payable. Very low in an ageing building.
Wages (inc. NIC) & temporary portorage	£150,000	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 7.1 and 7.2 of the Supplement.		Based on the analysis set out above the tribunal reduces the amount to £100,000

SCHEDULE

**DISPUTED SERVICE CHARGES S/C YEAR ENDED
2021 [FOR THE YEAR ENDED 31 DECEMBER 2021]**

Case Reference: LON/00BK/LSL/2025/0006	Premises: 53 Cumberland Court, Great Cumberland Place, London, W1H 7DQ
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ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Gutters, drains & plumbing	£4,524	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of the Supplement.		Same conclusion as before. The amount payable is £3257.28
Fire alarm	£564	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of the Supplement.		Same conclusion as before. The amount payable is £406.08
Pump sump	£560	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of the Supplement.		Same conclusion as before. The amount payable is £403.20
Cleaning common parts	£84,486	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 4.1, 4.2 and 4.3 of the Supplement.		This amount appears very high in comparison with the amount charged in 2019 and there are not the same extraordinary circumstances as prevailed in

				2020. The amount is therefore reduced to £65,000. This represents individual costs of approximately £100 pcm for cleaning services provided to the block
General repairs & maintenance	£26,238	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 6.1 and 6.2 of the Supplement.		Whilst this sum is three times higher than previously, it does not appear on the face of it to be unreasonable particularly in light of very low charges for previous two years. The applicants have not discharged the burden of proof and the amount is payable and reasonable.
Wages (inc. NIC) & temporary portorage	£156,250	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 7.1 and 7.2 of the Supplement.		Reduced to £100,000 based on previous analysis.

SCHEDULE

**DISPUTED SERVICE CHARGES S/C YEAR ENDED
2022 [FOR THE YEAR ENDED 31 DECEMBER 2022]**

Case Reference: LON/00BK/LSL/2025/0006	Premises: 53 Cumberland Court, Great Cumberland Place, London, W1H 7DQ
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ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Drain Clearance	£6,000 (budgeted)	The Applicant challenges all sums that were budgeted but not actually incurred and reserves the right to raise such further challenges as become apparent if and when the final certified summary is provided. If no such summary is served, then the Tribunal will be asked to determine whether the failure to serve certified summary of the Service Costs in accordance with the Lease renders some of all of the sums sought by the Respondent unreasonable or otherwise not payable or should be otherwise reduced under section 19(2) of the Act following the decision in Wigmore- Homes (UK) Ltd v Spemby Works Residents Association Ltd [2018] UKUT 252 (LC); [2019] L. & T.R. 12. The Applicant repeats its submissions in relation to the same items for the year in		This estimated amount is payable and reasonable. The Applicant has provided no evidence of the cost of drains clearance or anything to discharge the burden of proof on reasonableness.

		dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		
Fire Alarm	£3,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		Reduced as above. The amount payable is £2,160
Pumps	£1,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		Reduced as above. The amount payable is £720.
Water hygiene	£1,500 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		Reduced as above. The amount payable is £1080.
Cleaning	£65,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 4.1, 4.2 and 4.3 of this Supplement.		Reasonable and payable
Emergency lighting	£1,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 5.1, 5.2 and 5.3 of this Supplement.		Reasonable and payable
General maintenance	£25,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 6.1 and 6.2 of this Supplement.		Reasonable and payable
Wages inc NI etc	£175,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in		Reduced to £100,000 based on the analysis above

		dispute 2019 as set out at paragraphs 7.1 and 7.2 of this Supplement.		
Lift contract and maintenance	£6,000 (budgeted)	The sum is not reasonable in amount and is not reasonably incurred. The lift in the Building does not work properly and regularly breaks down. The Applicant respectfully requests that the Respondent be ordered to disclose all relevant invoices, and the Applicant shall seek to respond to specific sums by means of a Scott Schedule. The Applicant reserves the right to challenge whether the same are recoverable under the terms of the Lease. Annexed to this Application at Annex 4 is an example of a complaint from one of the Applicants made in December 2022 in relation to the lift.		No evidence provided by the applicant that this amount for a lift contract is not reasonable and payable. The evidence of complaints is not extensive. The amount is therefore reasonable and payable.
Professional Fees	£5,000 (budgeted)	The Applicants have no evidence of what services have been charged for under this head. The Applicants respectfully request that the Respondent be ordered to disclose all relevant invoices, and the Applicants shall seek to respond to specific sums by means of a Scott Schedule. The Applicants reserve the right to challenge whether the same are recoverable under the terms of the Lease and/ or are reasonable in amount and/ or are reasonably incurred.		Not reasonable and payable. No evidence of what these anticipated charges are intended to cover.

SCHEDULE

**DISPUTED SERVICE CHARGES S/C YEAR ENDED
2023 [FOR THE YEAR ENDED 31 DECEMBER 2023]**

Case Reference: LON/00BK/LSL/2025/0006	Premises: 53 Cumberland Court, Great Cumberland Place, London, W1H 7DQ
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ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Fire alarm	£1,178.20 (draft actual)	The Respondent has failed to serve a certified summary on the tenant for this year in accordance with Part N, para. 5.3 of the Second Schedule of the Lease. An uncertified <i>draft</i> Service Charge expenditure statement was served together with a Section 20B notice dated		Reduced as before. The amount payable is £848.30

		23 June 2024. The Applicant therefore challenges all sums that were budgeted but not actually incurred and reserves the right to raise such further challenges as become apparent when the final certified summary is provided. The Tribunal will be asked to determine whether the failure to serve certified summary of the Service Costs in accordance with the Lease renders some of all of the sums sought by the Respondent unreasonable or otherwise not payable or should be otherwise reduced under section 19(2) of the Act following the decision in <i>Wigmore Homes (UK) Ltd v Spemby Works Residents Association Ltd</i> [2018] UKUT 252 (LC); [2019] L. & T.R. 12. The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		
Cleaning	£93,449.52 (draft actual)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 4.1, 4.2 and 4.3 of this Supplement.		This is an extraordinary increase which on the face of it is not reasonable. Reduced to £65,000
Emergency lighting	£1,898.04 (draft actual)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 5.1, 5.2 and 5.3 of this Supplement.		Reasonable and payable

General maintenance	£36,788.80 (draft actual)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 6.1 and 6.2 of this Supplement.		Estimated costs reduced to £25,000. No evidence to support more
Wages inc NI etc	£195,000 (draft actual)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 7.1 and 7.2 of this Supplement.		Reduced to £100,000 based on analysis above
Lift contract & maintenance	£7,079.10 (draft actual)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2022 as set out at paragraphs 23.1 and 23.2 of this Supplement.		Reasonable and payable. No evidence from the applicant as to contract costs for lift
Entry phone	£1,934.28 (draft actual)	One of the Applicants complained in July 2023 that their intercom was not working as it was very old. No response was ever received. As a result, the sums incurred in relation to this head are neither reasonably incurred nor reasonable in amount. The Applicants suggest not to pay for this service given it is not provided.		Some evidence from the applicant of deficiencies in entry phone. However, no evidence to show that these costs are not reasonable to maintain an old service.

SCHEDULE

**DISPUTED SERVICE CHARGES S/C YEAR ENDED
2024 [FOR THE YEAR ENDED 31 DECEMBER 2024]**

Case Reference: LON/00BK/LSL/2025/0006	Premises: 53 Cumberland Court, Great Cumberland Place, London, W1H 7DQ
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ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Drain Clearance	£3,000 (budgeted)	The Applicant challenges all sums that were budgeted but not actually incurred and reserves the right to raise such further challenges as become apparent if and when the final certified summary is provided. If no such summary is served, then the Tribunal will be asked to determine whether the failure to serve certified summary of the Service Costs in accordance with the Lease renders some of all of the sums sought <i>by</i> the Respondent unreasonable or otherwise not payable or should be otherwise reduced under section 19(2) of the Act following the decision in <i>Wigmore- Homes (UK) Ltd v Spemby Works Residents Association Ltd</i> [2018] UKUT 252 (LC); [2019] L. & T.R. 12. The Applicant repeats its submissions in relation to the same items for the year in		This estimated amount is payable and reasonable. The Applicant has provided no evidence of the cost of drains clearance.

		dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		
Fire Alarm	£3,500 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		Reduced as before. The amount payable is £2520
Pumps	£1,500 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		Reduced as above. The amount payable is £1080
Water hygiene	£1,500 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 3.1, 3.2 and 3.3 of this Supplement.		Reduced as above. The amount payable is £1080
Cleaning	£92,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 4.1, 4.2 and 4.3 of this Supplement.		Reduced to £65000. No evidence to support the increase in costs.
Emergency lighting	£5,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 5.1, 5.2 and 5.3 of this Supplement.		Reasonable and payable
General maintenance	£35,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2019 as set out at paragraphs 6.1 and 6.2 of this Supplement.		Reduced to £25000 . No evidence to support the increased costs
Wages inc NI etc	£214,500 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in		Reduced to £100,000 based on the analysis above

		dispute 2019 as set out at paragraphs 7.1 and 7.2 of this Supplement.		
Lift contract & maintenance	£7,500 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2022 as set out at paragraphs 23.1 and 23.2 of this Supplement.		Reasonable and payable
Entry phone	£3,000 (budgeted)	The Applicant repeats its submissions in relation to the same items for the year in dispute 2023 as set out at paragraph 31.1 of this Supplement.		Reduced to £2000 - no evidence for higher amount

