



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

Case reference : **LON/00BK/LSL/2025/0005**

Property : **37a Star Street, London W2 1QB**

Applicants : **Chloe Pagnello Symmons & Charles Symons**

Representative : **I/P**

Respondent : **Notting Hill Genesis**

Representative : **Ms Cherene Lendore & Mr Tim Owen**

Type of application : **S.27A – Landlord and Tenant Act 1985**

Tribunal members : **Judge Tagliavini**
Mr Andrew Thomas

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

Date of hearing : **10 September 2025**
Date of decision : **3 October 2025**

DECISION

- (1) The tribunal finds the service charges payable by the applicants are variable.
 - (2) The tribunal finds the costs incurred by the respondent in respect of service charges for the period 2019 to 2025 are reasonable and payable by the applicants.
 - (3) The tribunal declines to make an Order requiring the respondent to reimburse the application/hearing fees to the applicant.
 - (4) The tribunal declines to make an order under s.20C of the Landlord and Tenant Act 1985.
 - (5) The tribunal declines to make an order under para 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
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The application

1. This is an application made pursuant to s.27A of the Landlord and Tenant Act asserting that service charges demanded from the applicants in the period 2019 to 2025 are fixed at £2.77 and are not variable service charges or payable in the amounts demanded by the respondent.

The background

2. The applicants hold an assured tenancy agreement dated 10 July 2019. The relevant clauses of the lease will be referred to where necessary in this decision.

The property

3. The subject property comprises a two bedroom flat on the ground and basement floors of a building converted into 2 flats.

The issues

4. The substantive issue between the parties is whether the service charges are variable or fixed in the sum of £2.77 per week as per Schedule 1 of the lease.

The hearing

5. At the hearing of the application, the tribunal was provided with a digital bundle comprising 889 pages. Although there was some dispute between

the parties in respect of the hearing bundle, the 889 pages included all documents on which both parties wished to rely. Where it was necessary, the tribunal was referred to different copies of the same lease due to copying difficulties.

6. In addition, the tribunal heard evidence and submissions from both parties as well as being provided with a skeleton argument by the respondent. In making its decision, the tribunal took all of the documentary and oral evidence into account.

The tribunal's decisions

7. The tribunal determines that:
 - (i) The service charges payable by the applicants are variable and not fixed.
 - (ii) The tribunal finds the service charges demanded by the respondent from the applicants in the period 2029 to 2025 are reasonable and payable.

The tribunal's reasons

8. The tribunal finds the applicants acknowledged their obligation to pay service charges when they signed the lease for the subject property and have made payments more or less covering the sums demanded, since that date.
9. The tribunal finds that although there was an absence of a detailed Schedule 1 of the services that are recoverable through the services, this does not preclude the respondents from seeking payment for services provided to the applicant and the applicants being required to pay for them; *Cardiff Community Housing v Jeanette Kahar* 2016 UKUT 279 (LC) and *Notting Hill Genesis v Uddin & Ors* 2025 UKUT 279 (LC)
10. The tribunal finds the terms of the lease expressly make reference to service charges and state at para 3.1 '*We will normally review service charges not more than twice per year.*' Para 3.2 of the same document confirms that the service charge is variable in similarly express terms by reference to increasing and decreasing the service charge by giving notice. Similarly reference to 'deficit' and surplus' in the definitions section of the lease make it clear the service charges are intended to be variable and that the applicants would have known that these were the terms of the agreement.

11. The tribunal, therefore, rejects the applicants' submission that the absence of a detailed Schedule of Services renders the services fixed or not payable.
12. The tribunal also considered the reasonableness of the service charges demanded during the period in issue. In this it was assisted by the provision of a Scott Schedule that had been completed by both parties. Most of the applicants challenges to the individual heads of service charge centred on their assertion that:

There was no Schedule 1 - Service Charge or breakdown of service charges provided as part of Tenancy Agreement (Assured non shorthold tenancy agreement) and sign-up, which we understand to be a legal requirement to make the service charge variable.

13. Although there was a dispute of fact between the parties as to whether any detailed Schedule 1 was provided at the time the tenancy was entered into as it was said in the agreement that '*a detailed schedule of initial costs and estimated costs are provided with this tenancy agreement.*' However, the copy of the Schedule 1 provided by the applicants omits any detail of these costs. However, the tribunal finds in light of the above decision at paragraphs 9, 10 and 11 above this is irrelevant to the decision that the service charges are variable and payable by the applicants.
14. The applicants sought to argue in the alternative that certain costs incurred by the respondent were not now supported by invoices; the efforts made to source the lowest quotes; the attendance appointments of works and signed attendance sheet, appointment confirmations and reports on completed works.
15. The tribunal rejects these submissions and considers that were there was no requirement on the part of the respondent to have made or kept such voluminous records for relatively low cost items from 2019 onwards. Had it done so, the tribunal considers it likely the costs would have increased and been passed onto the applicants.
16. The applicants challenged the communal electricity costs as being unreasonable. The tribunal find the majority of this charge is made up by way of a standing charge with minimal costs in pence being added to this. Therefore, the tribunal finds these charges are reasonable and payable by the applicants.
17. The charge for gas was challenged but the tribunal accepts there is no gas supply to the subject property and therefore no charge is made.

18. The tribunal accepted the respondent's evidence that there had been bulk refuse disposal and graffiti removal. The tribunal does not accept the applicant's bald assertion there had been none, as they would not have been in a position have known what was done and when.
19. The tribunal accepts there is no lift in the subject building and finds the respondent has not sought to recover costs in respect of this item.
20. The tribunal finds no relevant issues arose in respect of the s.20 consultation requirements in respect of the heads of service charges challenged by the applicants.

Reimbursement of hearing fee; s.20c and para 5A of Sch. 11

21. The applicants submitted the respondent should reimburse the application/hearing costs. In view of the decision reached by the tribunal this application is refused.
 22. The applicant also made an oral application under s.20C of the Landlord and Tenant Act 1985 so that none of the respondent's costs can be added to the service charges. The tribunal refuses this application as the applicants have not been successful on any of the issues they raised. Similarly, the tribunal declines to make an order under para 5A of Sch 11 of the Commonhold and Leasehold Reform Act 2002.
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20. The applicants
 20. The tribunal finds the cost of the pest control to be on the high side but nevertheless within the range of reasonableness. Further, the applicants offered no alternative quote for this service as a comparison.
 21. The tribunal finds the costs of scheduled door maintenance to be reasonable. Although the applicants asserted that an appointment would have been required to have been made with them for this service to be provided, the tribunal finds the applicants lack credibility in their evidence and their recollections of events that occurred many months and years previously.
 22. The tribunal finds the administration charges/management fees are reasonable And payable by the applicants. The tribunal accepts the respondent's submission that these represent the true cost of providing

management to building comprising of only 2 flats and cannot be shared between a larger number of units.

Name: Judge Tagliavini

Date: 3 October 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).