



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

Case reference : **LON/00AF/LIS/2025/0004**

Property : **Restoration Apartments, 21 Page Heath
Villas, Bromley, BR1 2QN**

Applicant : **Jade Long
Fergus Prentice
Benjamin York
Eleanor Bull
Sophie Harrison- Baker
Katherine Barger**

Representative :

Respondent : **Assethold**

Representative : **James Osborne of Counsel**

Type of application : **An application under section 27A
Landlord and Tenant Act 1985**

Tribunal : **Judge Shepherd
Michaela Bygrave FRICS**

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

DETERMINATION

© Crown Copyright 2025

1. In this case the Applicants are seeking a determination of the reasonableness and payability of service charges. The Applicants are all leaseholders at Restoration Apartments, 21 Page Heath Villas, Bromley Kent, BR1 2QN (The premises). The Respondents are the freeholders of the premises. Their

managing agents are Eagerstates. The period of challenge in March 2024-March 2026. On 25th April 2025 the Applicants obtained the Right to Manage the premises.

2. In the Scott Schedule prepared by the Applicants they challenged the following amounts:

2024 -2025

Building insurance + brokers fee -£1779.07

Window Cleaning - £384

Surveyor to prepare pre-planned maintenance schedule -£1500

Surveyor to prepare insurance reinstatement cost assessment - £2100

Management Fee March 2024/2025 - £2184 (£150 per apartment)

2025-2026

Insurance - £1868.02

Window cleaning - £650

Gutter cleaning - £1200

Drains servicing- £450

Fire Health and Safety Services -£800

Accountants fee- £390

Management fee- £2209.20

Repair fund -£400

3. At the hearing on 8th July 2025 the Applicants represented themselves. The Respondents were represented by James Osborne of Counsel.

The law

4. The law applicable in the present case was limited. It was an assessment of the reasonableness and payability of the costs.

5. The Landlord and Tenant Act 1985,s.19 states the following:

19.— Limitation of service charges: reasonableness.

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

6. The Tribunal's jurisdiction to address the issues in s.19 is contained in s.27A Landlord and Tenant 1985 which states the following:

27A Liability to pay service charges: jurisdiction

1. An application may be made to [the appropriate tribunal]² 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 [the appropriate tribunal]² 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.*
 4. *No application under subsection (1) or (3) may be made in respect of a matter which—*
 - a. *has been agreed or admitted by the tenant,*
 - b. *has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,*
 - c. *has been the subject of determination by a court, or*
 - d. *has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.*
 5. *But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.*
7. In *Waaler v Hounslow* [2017] EWCA Civ 45 the Court of Appeal held the following:

Whether costs were “reasonably incurred” within the meaning of section 19(1)(a) of the Landlord and Tenant Act 1985 , as inserted, was to be determined by reference to an objective standard of reasonableness, not by the lower standard of rationality, and the cost of the relevant works to be

borne by the lessees was part of the context for deciding whether they had been so reasonably incurred; that the focus of the inquiry was not simply a question of the landlord's decision-making process but was also one of outcome; that, where a landlord had chosen a course of action which led to a reasonable outcome, the costs of pursuing that course of action would have been reasonably incurred even if there were a cheaper outcome which was also reasonable; that, further, before carrying out works of any size the landlord was obliged to comply with consultation requirements and, inter alia, conscientiously to consider the lessees' observations and to give them due weight, following which it was for the landlord to make the final decision; that the court, in deciding whether that final decision was reasonable, would accord a landlord a margin of appreciation; that, further, while the same legal test applied to all categories of work falling within the scope of the definition of "service charge" in section 18 of the 1985 Act, as inserted, there was a real difference between work which the landlord was obliged to carry out and work which was an optional improvement, and different considerations came into the assessment of reasonableness in different factual situations

Determination

8. Taking each challenge in turn:

Building insurance + brokers fee -£1779.07

9. The Applicants said that the premises was insured by then Respondents using Zurich Insurance Company up until 5th September 2024. The Applicants insured the premises via Allianz from March 2025 in line with them taking over the RTM. We consider that the cost of the insurance was reasonable but the leaseholders will need to be refunded for the insurance they paid for which covered the period after they took over the RTM.

Window cleaning £384 and £650

10. The Applicants said they had informed Eagerstates that the windows were demised to them and they did not want the windows cleaned. It is correct that the Respondents' maintenance and cleaning responsibilities to not extend to the windows of the flats. The window cleaning is an unnecessary and

unwelcome expense and is unreasonable. The charges are disallowed for both periods.

Surveyor to prepare pre-planned maintenance schedule -£1500

11. The Applicants disputed this cost on the basis of reasonableness. They said their new managers had advised the cost was unreasonable. No alternative valuations were provided by the Applicants. We consider the cost to be reasonable and allow it in full.

Surveyor to prepare insurance reinstatement cost assessment - £2100

12. We consider this was a prudent cost for a new freeholder to incur and we allow it in full.

Management fee - £2184

2025/2026

Insurance - £1868.02

13. We consider the estimate is reasonable but the cost will need to be pro rata for the period 1/3/25- 25/4/25 when the RTM came into force.

Window Cleaning - £650

14. This sum is disallowed for the same reason as the previous year.

Gutter cleaning - £1200

15. This sum is disallowed as there is no real reason for carrying out this work immediately prior to the RTM.

Drains servicing- £450

16. This sum is disallowed as there is no real reason for carrying out this work immediately prior to the RTM.

Fire Health and Safety Services -£800

17. This sum is disallowed as there is no real reason for carrying out this work immediately prior to the RTM.

Accountants fee- £390

18. This is a reasonable amount but the sum will need to be pro rata to reflect the RTM

Management fee- £2209.20

19. This is a reasonable amount but the sum will need to be pro rata to reflect the RTM

Repair fund -£400

20. This is not a reasonable sum in light of the RTM coming into force and we disallow it.

21. The parties are invited to make any written submissions in relation to s.20C Landlord and Tenant Act 1985 within 14 days of receiving this decision.

Judge Shepherd

8th 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).