FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AY/LSC/2025/0760**
Property	**:**	**237A Brixton Hill, London, SW2 1EQ**
Applicant	**:**	**Various leaseholders of 237A Brixton Hill, London, SW2 1EQ**
Representative	**:**	**Curatio Property Services Ltd**
Respondent	**:**	**Assethold Limited**
Representative	**:**	**Eagerstates Limited**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Mr A Harris LLM FRICS FCIArb** **Ms S Beckwith MRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**26 September 2025** **Corrected 14 October 2025**

DECISION

Decisions of the tribunal

(1) The tribunal finds that Assethold Limited as the equitable owner is not entitled to demand service charges for the years 2022, 2023, and 2024.

(2) 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.

(3) The tribunal determines that the Respondent shall pay the Applicant ~~£110.00~~ £114.00[1] 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 (CLRA) as to the amount of service charges and (where applicable) administration charges payable by the Applicants in respect of the service charge years 2022, 2023, 2024.

The hearing

2. A hearing took place on 25 September 2025 at 10 am. The Applicants were represented by Mr Ji Hoon Yoon of Curatio Property Services and the Respondent did not appear and was not represented.

3. On the morning of the hearing Mr Gurvits of Eagerstates emailed the tribunal saying they would not be appearing due to the Jewish New Year and presenting arguments on behalf of his client. The tribunal decided these had come in far too late which gave the applicant no opportunity to respond and the arguments would not be admitted. The Respondents had opportunity within the procedure outlined in the directions to submit arguments. They had sufficient time following the directions to request a change of date if they intended to appear.

The background

4. The property which is the subject of this application is a block of 14 flats over ground floor commercial premises constructed in 2021.

[1] Corrected by the tribunal under rule 50 of the The Tribunal Procedure (First-tierTribunal)(Property Chamber) Rules 2013

5. 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.

6. The Applicants hold long leases of the flats 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 will be referred to below, where appropriate.

The issues

7. The hearing is of a preliminary issue identified in the Directions as follows:

   (i) Whether Assethold Limited as the equitable owner is entitled to demand service charge for the years 2022, 2023, 2024 and 2025.

   (ii) If the decision is in favour of the Respondent further Directions will be issued to determine:

   (iii) Whether the works were within the landlord's obligations under the lease and whether the costs are payable by the leaseholder under the lease.

   (iv) And whether the costs of the works are reasonable, in particular in relation to the nature of the works.

The Applicants Case

8. The Applicants dispute their liability to pay the service charges by reference to sections 47 and 48 of the Landlord and Tenant Act 1987 (the 1987 Act). Section 47 requires a written demand for payment to contain the name and address of the landlord and provides that if the information is not given payment is not due until that information is provided.

9. Section 48 requires a landlord to give notice to the tenant of an address at which notices may be served by the tenant. Again where the landlord has not provided that information payment is not due until it has been provided.

10. The central issue in this case is that demands for payment have been issued by Assethold Ltd which is not registered as the freehold proprietor of the property at the land registry.

11. Under section 27 of the Land Registration Act 2002 (the 2002 Act) a disposition of a registered estate does not operate in law until registration is completed. At most Assethold Ltd have an equitable interest and the tribunal was referred to authorities which support the position that only the legal owner may demand service charges.

- 159-167 Prince of Wales Road RTM Co Ltd v Assethold Ltd [2024] EWCA Civ 1544
- Assethold Ltd v 7 Sunny Gardens Road RTM Co Ltd [2013] UKUT 509 (LC)
- CHI/43UE/LRM/2024/0006 - Harrington House RTM Co Ltd v Assethold Ltd
- CAM/00MG/LSC/2023/0016 - MacKenzie Investments Limited v Assethold Ltd

12. In the subject case, Assethold Ltd is not currently known to beat any relevant time the registered proprietor of the freehold. Therefore any demands issued misrepresent the identity of the landlord and do not satisfy the statutory requirements of sections 47 and 48 of the 1987 Act. The demands are invalid and unenforceable until corrected.

13. In Beitov Properties Ltd v Elliston Bentley Martin [2012] UKUT 133 (LC) the Upper Tribunal held that demands must strictly comply with Section 47, even where the landlord's identity is known.

14. The tribunal is also referred to other decisions of the FTT coming to a similar conclusion but these are not binding on this tribunal.

15. The Applicant submits that the service and administration charges under dispute are not lawfully payable. The Respondent was not the registered proprietor at the time the demands were issued and it has failed to satisfy the statutory requirements under section 27 of the 2002 Act and sections 47 and48 of the 1987 Act. These defects are not merely technical and go to the heart of the Respondents legal capacity to issue any demand. There are numerous first-tier and upper tribunal decisions including cases involving the Respondent which confirmed that such failures render demands invalid and unenforceable.

16. In addition to the title not being registered in the name of Assethold Ltd the leaseholders have not been provided with any verifiable official documentation supporting Assethold's claim to own the freehold. None were supplied by the Respondent as part of these tribunal proceedings.

17. Management of the premises is purported to have been transferred from the previous agent, Tailored Living Solution to Eagerstates during 2022.

The validity of these claims remains unverified and cannot be determined as factually accurate without proper documentation. The Respondent has repeatedly used incorrect postal addresses for the premises and despite being informed of this error on multiple occasions has persisted. This raises the question whether the Respondent is addressing the correct premises at all.

18. In an entry dated 18 February 2024 the Land Registry confirms the freehold proprietor is Chadd Properties Ltd, a company which is still on the register of companies at Companies House.

19. Section 27 A of the Landlord and Tenant Act 1985 (the 1985 Act) gives the tribunal jurisdiction to determine

    a) whether a service charge is payable
    b) to whom it is payable
    c) the amount payable and the date/manner of payment
    d) whether any demand was properly made

20. Clause 1 of Part 3 of the lease states

21. "The Landlord means the landlord named in clause LR3. The address in clause LR3 for the Landlord is the address where notices (including notices in proceedings) may be served on the Landlord until the Landlord gives written notice of a different address for that purpose. Any reference to the Landlord includes any future landlord unless the context requires otherwise.

22. The clause requires actual succession to the Landlord's interest, not merely an assertion of entitlement. The lease contains no provision authorising a 3rd party to demand payment in the absence of unlawful assignment of the reversion or properly constituted agency.

23. Where a disposal of the freehold interest takes place sections 5 and 5A of the 1987 Act impose mandatory statutory notice requirements on the seller. The act requires qualifying tenants to be given notice of the landlord's intention to dispose of the interest in the premises. In the present case it is asserted that no notices have been served. This is not a matter within this tribunal's jurisdiction on this application.

24. In 159-167 Prince of Wales Road RTM Company Ltd v Assethold Ltd [2024] EWCA Civ 1544 Assethold Ltd purchased the freehold 999 year head lease of the property in 2019 but did not register these purchases with the land registry for over 3 years. Assethold represented itself as the freeholder in the service charge demands issued in 2020 despite not being registered proprietor. In RTM proceedings Assethold maintained it was entitled to act as landlord based solely on its equitable interest during the registration.

25. The Court of Appeal held that Assethold Limited was not a landlord under a lease for statutory purposes because it had no legal interest in the property. The court held that in its ordinary and natural meaning the landlord under a lease meant the landlord as a matter of law.

26. The Applicants argue that the Prince of Wales Road decision reveals a pattern of conduct by Assethold Ltd where it systematically asserts landlord rights without establishing proper legal entitlement. The Court noted Assethold's three-year delay in registering its purchases suggesting strategy operating in the registration gap to avoid scrutiny.

27. The decision provides definitive recent authority that Assethold Ltd cannot rely on equitable ownership to establish statutory rights.

The Respondents case

28. The Respondents case consists of a single email dated 7 August 2025 referring the Applicant to section 24 of the 2002 Act which is very clear on this matter and allows for a landlord who is entitled to be registered to act as landlord. The Prince of Wales case has no relevance and deals with a completely different point of law.

The Tribunal's decision

29. The tribunal determines that Assethold Ltd as, at most, an equitable owner is not entitled to demand service charges for the service charge years January to December in 2022, 2023, 2024. The year 2025 was not pleaded at the hearing.

Reasons for the tribunal's decision

30. The registered proprietor of the property is Chadd Properties Ltd. The only indication given that the property has been sold is a single letter from the then managing agents stating that the sale to Assethold Ltd was completed on 15 June 2023. No notice was given under section 5 of the 1987 Act.

31. There is no evidence before the tribunal that a notice under section 48 (1) of the 1987 Act has been served.

32. In the Prince of Wales case, Assethold argued that a buyer of property in the registration gap between completion of the purchase and its registration at the Land Registry is a landlord for the purposes of section 79 (6) and the costs provisions of s88 of the Commonhold and Leasehold Reform Act 2002 (CLRA). The case concerned whether notice had been given by a RTM company to the landlord.

33. Section 79 (6) requires that the claim notice must be given to each person who on the relevant date is a "landlord under a lease" of the whole or any part of the premises.

34. At paragraph 28 of its decision, the Court of Appeal said

I do not agree that an equitable owner can be a "landlord" for the purposes of ss.79(6) and 88 of the CLRA. In its ordinary and natural meaning, a "landlord under a lease" means the landlord as a matter of law. Both the freehold and headlease interest were existing registered estates. Their legal owners at the relevant time were the two Millcastle entities, not Assethold, because under s.27(1) of the Land Registration Act 2002 the transfers did not operate at law unless and until they were completed by registration. Until Assethold became the registered owner the legal estate remained vested in Millcastle. It could not therefore be said that Assethold was a landlord under any lease of the premises.

35. The court went on to say at paragraph 30

The approach taken in Sunny Gardens is consistent with the general approach of the courts in other areas. For example, in Brown & Root Technology Ltd v Sun Alliance and London Assurance Co Ltd [2001] Ch 733, 742, Mummery LJ said this in the context of an assignment of a lease which had not been registered: "...it is necessary to keep clear and distinct the position between the transferor and the transferee and the position of a third party. Transfer of the beneficial title is not, in this context, relevant to the legal relationship between the lessees and the lessors.... As between lessors and lessees, there is binding Court of Appeal authority in Gentle v Faulkner [1900] 2 QB 267 for the proposition that assignment means, in the absence of a context showing an extended meaning, an assignment of the legal estate, and not of the beneficial interest, eg by declaration of trust of the lease. It is not a matter of intention to assign, a point highly relevant to the passing of beneficial title, but of whether a defined event has occurred. That event is not completion, as Mr Dowding contended; it is the transfer of the legal title to the lease..."

36. The tribunal notes the decision was concerned with the RTM provisions which relate to long leases of residential property. The service charge provisions of the 1985 and 1987 Acts also concern long leases of residential property. The tribunal considers that in the absence of clear words the Acts do not require different definitions of "the "landlord" according to which Act is being considered.

37. The leading case on interpretation is the Supreme Court judgement in Arnold v Britton handed down in June 2015. There the court held that *when interpreting a written contract the court is concerned to identify the intention of the parties by reference to "what a reasonable person*

having all the background knowledge which would have been available to the parties would have understood them to be using the language in the contract to mean".

38. The tribunal is not persuaded that the definition of "landlord" in clause 1 of part 3 of the lease requires a different interpretation from that given in the Prince of Wales case quoted above. Landlord is a common enough term and to use different definitions would cause confusion. The proper course is to deal with changeover formalities in the contract documentation and to properly inform leaseholders and any other relevant parties.

39. In dealing with the Respondents point about section 24 of the 2002 Act at paragraph 38 the Court of Appeal quoted with approval from a decision of Fancourt J:

In Sackville Fancourt J also considered s.24 of the Land Registration Act 2002, which provides that a person "entitled to be registered as the proprietor" of a registered estate is entitled to exercise "owner's powers". "Owner's powers" is relevantly defined in s.23(1) as the power to make dispositions permitted by the general law (subject to limited exceptions) and to charge the estate. That relatively narrow definition did not assist on the facts of Sackville because the right under the lease did not fall within it, and in any event s.24 has not been interpreted as conferring a power to undertake transactions that only a registered proprietor can.

40. The tribunal finds that s24 of the 2002 Act does not assist the Respondent and finds that an equitable owner is not a Landlord for the purposes of the 1985 and 1987 Acts.

Application under s.20C and refund of fees

41. The Applicant made an application for a refund of the fees that he had paid in respect of the application/ hearing[2]. Having heard the submissions from the parties and taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.

42. In the application form, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines all 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

[2] The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: A Harris **Date:** 26 September 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 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).