



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

Case reference : **HAV/00ML/LSC/2025/0613**

Property : **Flat 25, The Priory, London Road,
Brighton, BN1 8QS**

Applicant : **Molly Thew and Nigel Thew**

Representative : **None**

Respondent : **Priory (Patcham) Ltd**

Representative : **Jordan and Cook**

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

Tribunal members : **Chair R Waterhouse FRICS
Judge C Skinner
C Davies FRICS**

Venue : **Remote video Platform – Southern
Region Chamber**

**Date of hearing/
decision** : **23 October 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines the 2024 service charge demanded is payable by the Applicants for respect of the following items.

Item	Amount	Applicant Flat 25 apportionment –
Gutter cleaning	£0	Conceded by the Respondent
Caretaker rent	£ 14592.00	1.2%
Cleaning/ Caretaker costs	£ 12784.00	1.2%
Caretaker flat maintenance	Change radiators £ 1974.00 Fire door replacement £2734.80 Cupboard doors and redecoration £ 834.00 Gas Certificate £108.00 Plumbing issues £270.00 WC seat £30.00 Total----- £5950.80	1.2%
Electrical works	£2778.00	1.2%

- (2) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 nor the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

Background

1. The Applicants made an application for determination of liability to pay and reasonableness of service charges for the service charge year 2024.
2. The application dated 3 February 2025 was made by the leaseholders of Flat 25, Molly Thew and Nigel Thew.
3. The Applicants further sought Orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

4. Directions were issued on 29 April 2025 providing for a case management hearing on the 7 July 2025. The case management hearing took place with Molly Thew for the Applicants and Caroline Chapman of Jordan & Cook for the Respondent. Also, in attendance were Ken Smith and Mike Hollingdale Directors of Priory (Patcham) Ltd. The case management hearing did not resolve the issue, and Directions were provided for the exchange of cases and compilation of the bundle for hearing.
5. To support the tribunal had before it a bundle of 206 pages. Additionally, during the hearing, it became apparent that a witness statement by Magdelana Urbaniec, the caretaker/cleaner at the Priory witness for the Respondent was not in the bundle, this was presented to the tribunal during the hearing by the Respondent and accepted by the Applicant and so formed an additional part of the papers considered.
6. At the hearing, the Applicants Molly Thew and Nigel Thew represented themselves, and called two witnesses Mrs WK Manners of Flat 51 The Priory, and Mr Xavier Domingo Buendia and Ms Jelena Vukovic. The Respondent was represented by Caroline Chapman of Jordan and Cook, the managing agent. Additionally, Debra Wilson was present who observed and took no part in the hearing.
7. The Applicants' issues comprised the following and these were agreed as the outstanding issues within the 2024 service charge by the parties at the commencement of the hearing.

(3)

Item	Amount - from the application
Gutter cleaning	£0
Caretaker rent	£ 14592.00
Cleaning/ Caretaker costs	£ 12784.00
Caretaker flat maintenance	Change radiators £ 1974.00 Fire door replacement £2734.80 Cupboard doors and redecoration £ 834.00 Gas Certificate £ 108.00 Plumbing issues £ 270.00 WC seat £30.00 Total----- £5950.80 Applicants' figure was £1000.00 in application.
Electrical works	£400.00

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Discussion and analysis

“Gutter cleaning” at £150.00

8. The Respondent had identified this item as conceded and that position had been recorded in the hearing bundle, the Applicant agreed. The tribunal therefore makes no determination on this point.

“Caretaker rent” at £14592.00

9. The Respondent explained that the freehold to the development was owned by Priory (Patcham) Ltd. The freehold was subject to the leaseholds for the flats, including a leasehold for 999 years to Flat 43. Flat 43 was in turn sublet to Priory (Patcham) Ltd for the specific purpose of occupancy by a caretaker and an initial rent of £8250 pa which was subject to annual RPI increases. The rent for the service charge year was £14,592. The terms of the subletting prevented the Flat from being used for another purpose and for the rent to be negotiated, the rent was prescribed by formula within the sub-letting.
10. The Respondent explained that the cleaner/ caretaker for the development was paid a sum of money that covered their work but also the cost of the liability in rent for the flat. Some concern was expressed by the Applicants as to whether the cleaner constituted a caretaker for the purpose of the occupancy. The tribunal considers the duties detailed for the occupant of Flat 43 [8] to be akin to caretaking and cleaning so the terms could be used interchangeably here.
11. Both the Applicant and the Respondent agreed that the requirement for the rent of the Flat 43 was an obligation under the service charge provisions of the leases and that the rent was prescribed by formula and so the amount paid could not be challenged. The tribunal records that the Applicant did not pursue their challenge in regard to this item.

“Cleaning” at £12784.00

12. The Applicants agreed that charging for cleaning was an allowable item within the service charge provisions within the lease. The Applicants’ primary concern was one of quality of delivery of the service.
13. The Applicants referred the tribunal to the bundle [8-9] which contained a copy of the “Cleaning Contract at The Priory, London Road, Patchham Brighton BN1 8QS”. The Applicants explained that the document set out detailed requirements that should be followed by the cleaner. The

tribunal notes at paragraph 18 of the Contract, that the rent for the Flat would be deducted from the invoice sum.

14. The Bundle at [12-36] contained a detailed log with accompanying photographs of areas of flooring within the Applicants' block. Upon questioning of the Applicant by the tribunal it was understood that the cleaning contract prescribed specific hours and days and locations where cleaning should take place. These were then cross referenced with specific written notes and supported by photographic evidence within the Applicants log.
15. The Applicant called two witnesses. The first Mr Xavier Domingo Buendia who took the tribunal through his statement contained at [7]. In summary it was asserted that the property is not cleaned in adherence with the timetable set out in the schedule and that during periods of holiday cover the "cleaning vastly improves, schedule is adhered to and the time the cleaner is onsite is much longer than currently." The second witness Mrs WK Manners witness statement [6] stated she lived in a different block and due to access difficulties could only comment on the ground floor area of her block. She described the presence of cobwebs and spiders in the entrance area of her block. Outside there is a bin store and of particular concern was that on occasions the rubbish was not contained within the bins and rats had been observed. In particular the witness said that she believed the schedule was not adhered to and that during holiday cover she observed the replacement "did a [sic] excellent job, being on site and working 5 days a week."
16. The Applicant had sought an alternative quote from a company called Taylor Made Interiors Ltd. When presented with the cleaning schedule their cost estimate for adherence to it was £28,600 per year. There was no mention of whether VAT was included.
17. The Respondent in their submission acknowledged that dialogue had taken place over a number of months between themselves and the Applicants. Additionally, the Directors of the landlord had become involved in attempting to resolve the issues expressed by the Applicants. The Respondent further acknowledged that the introduction of a recording system for work had been introduced. The Respondent however asserted the cleaning specification should be taken as a guide and that the issue of adherence and satisfactory delivery should be judged on the overall condition rather than strict adherence to a particular contract.
18. The tribunal considers the lease provides for the provision of cleaning by the landlord, and such cleaning should be to a reasonable standard. The exact mechanism of how this is achieved, in terms of hours and rotas is not set out by the lease. The test is one of, is the property cleaned to a reasonable standard. The tribunal therefore doesn't consider the non-adherence to a particular contract fatal to the question of quality of

delivery. The tribunal in judging whether a particular service delivered by the landlord must look at, is the service delivered reasonable and is the cost reasonable. Turning to the question of quality of service. The photographic evidence shows a number of occasions where marks or minor detritus has been recorded in a specific area of the floor in one block. The tribunal heard that in another block in the entrance hall there were spiders webs observed. Additionally, evidence was given that on occasions the bin store was not clean, and rats had been observed.

19. Taking the internal cleaning first, this relates to four blocks, it is noted that the areas shown were not clean at all times, but there were occasions where stains and minor detritus were recorded. Do the issues observed amount to evidence of a quality of service that is outside the spectrum of reasonableness, the tribunal concludes it does not.
20. In terms of the bin store and the observation of rats on occasions by the Applicants and Applicants' witness, this is not pleasant and if this is observed it would be expected the landlord would take pre-emptive steps. However given the overall cleaning scope, this whilst unpleasant again in the totality cannot be considered to be outside the scope of overall reasonableness of quality when judged across all blocks and throughout the year. The tribunal finds that although minor improvements can be made in the overall quality, this does not take the delivery of the service outside the scope of reasonable.
21. In terms of cost. The cleaning contract presented to the tribunal, dated 20 January 2018 shows a sum of £21500 per year, and from this sum the rent at paragraph 18 must be deducted. The tribunal has heard that the rent for the subject year of 2024 was £ 14592. The practical effect of this is that the development has a resident cleaner/ caretaker with certain duties for £21500 per year. The Applicant obtained a quote for adherence to the cleaning schedule of £28600 per year. This is in excess of the amount currently being paid and it is unclear whether this addresses the contractual obligation to house the cleaner/caretaker and pay the rent on the Flat 43.
22. The tribunal finds the overall level of service of cleaning within the scope of reasonable and the cost reasonable given the level of charge being below that of the market quote obtained by the Applicant. The tribunal therefore determines this payable under the service charge,

Maintenance to Flat 43 £5950.80

23. The Respondent outlined the expenditure incurred on Flat 43 for the year 2024.

Replacement of radiators £ 1974.00

Replacement of Fire door £2734.80

Cupboard doors replacement and redecoration £ 834.00

Plumbing work £270.00

Gas certificate £108.00

WC seat £30.00

Total £5950.80

Replacement of radiators £1974.00

24. The Respondent explained that the Flat 43 had had their radiators replaced. The Applicant did not challenge the payability of this under the lease nor the reasonableness of the amount. The tribunal in the absence of challenge determined these figures to be payable by the Applicants.

Replacement of fire door £ 2734.80

25. The Respondent described the works noting the fire door replacement had been as a result of a fire risk assessment, and that this door replacement had been part of a larger package of nine doors and so the costs benefiting from the economies of scale of a larger contract. The Applicants challenged whether there was a legal need to replace the fire door. The Respondent identified this had been done following a professional fire risk assessment. The Applicants did not challenge the specific costings of these items.
26. The tribunal, therefore, given the professional fire risk assessment in respect of the door, finds these the cost for these items to be reasonable and therefore properly form part of the service charge for 2024.

Cupboard doors replacement and redecoration £834.00

27. The Respondent explained that the Flat 43 had had some cupboard doors replaced and redecoration carried out. The Applicant did not challenge the payability of this under the lease nor the reasonableness of the amount. The tribunal in the absence of challenge determined these figures to be payable by the Applicants.

Plumbing work £270.00

28. The Respondent explained that the Flat 43 had had some plumbing work including lifting floorboards. The Applicant did not challenge the

payability of this under the lease nor the reasonableness of the amount. The tribunal in the absence of challenge determined these figures to be payable by the Applicants.

Gas Certificate £108.00

29. The Respondent explained that the Flat 43 had required an up-to-date gas certificate. The Applicants did not challenge the payability of this under the lease nor the reasonableness of the amount. The tribunal in the absence of challenge determined these figures to be payable by the Applicants.

WC Seat £30.00

30. The Respondent explained that the “workshop” area had a WC which the caretakers/ cleaners used. This had had a replacement WC seat in the service charge year of 2024. The Applicants did not challenge the payability of this under the lease nor the reasonableness of the amount. The tribunal in the absence of challenge determined these figures to be payable by the Applicants.

Electrical works £2778.00

31. The Respondent referred the tribunal to [73] and explained that this figure comprises;

Electrical works Block B 28.08.24 £55.00

Replacement of 4 lamps outside corner lights £60.00

Electrical works following EICR £2778.00

32. The Respondent explained the first two items related to routine maintenance including changing of bulbs. The larger sum was the result of an EICR which is carried out every five years. The last test required the replacement of RCD, and fuse boxes within each block.
33. The Applicants’ challenge was concerning an outside light in their block which had not been functioning and had been disconnected pending repair work. The Applicants were concerned that the identification of the fault had occurred some time ago in 2025 and not been rectified. The tribunal commented that this disrepair had fallen outside the subject year of challenge 2024 but recorded that the landlord had undertaken to attend to the repair shortly.

34. In terms of the wider challenge on the cost of these electrical items in the 2024 year the applicant raised no challenge on payability under the lease nor their actual costs. The tribunal finds these items properly payable items of service charge.

Service Charge Apportionment

35. This did not form part of the challenge; the lease records the apportionment being a product of relative rateable values within the block. In order for the tribunal to determine the service charge applicable to the subject property the apportionment is required. The Respondent stated the apportionment was 1.2% and the Applicants did not challenge it.

Application for an Order under the Landlord and Tenant Act 20C and Commonhold and Leasehold Reform Act paragraph 5A of Schedule 11.

36. The Applicants asserted that there had been constructive dialogue between the parties over the past few months, but the issues had not been resolved and as such it was proper to bring the case and that the costs associated with it should not form part of the service charge. The Respondent took the contrary view that whilst there had been constructive dialogue no resolution had been found and so the costs incurred in defending the challenges had properly been incurred. The tribunal was appreciative of the clarity of submissions by both parties and the witnesses.
37. The tribunal considered the outcome of the hearing which supported the Respondents position, and on the basis declines to make an Order under the two provisions above.

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).