



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

Case reference : **HAV/45UG/LSC/2024/0616**

Property : **Leasehold flats 15to 23 Deers Leap,
Haywards Heath
Beresford Properties Limited – Flats 15,
16, and 17
Amanda Pearce and Max Johnston –
Flat 18
Vincent John Hone – Flat 19
Noel Poncelet and Judith Poncelet- Flat
20**

Applicant : **Lubos Stedrak-Booth and Gemma
Strdral- Booth Flat 21
Miguel Dunne – Flat 22
Helen Murdoch and Peter Voller- Flat
23**

Representative : **Mr O’ Brien**

Respondent : **Holding & Management (Solitaire) No 2
Limited**

Representative : **FirstPoint Property Service Limited**

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

Tribunal members : **R Waterhouse FRICS
A Crawford MRICS
P Smith FRICS**

Venue : **Havant Justice Centre, Elmleigh Road
Havant PO9 2AL**

Date of decision : **13 October 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines the following service charge item amounts are payable by the Applicants for the following years;

Service Charge Year Ending 31.03.25

Item	Total cost	Per flat cost
Estimated service charge - Insurance	£126.00	£11.45
Revaluation fee	£400	£18.18

Service Charge Year Ending 31.03.26

Item	Total cost	Per flat cost
Actual service charge- Insurance	£126.00	£11.45
Revaluation fee	£0	£0
Estimated service charge - Insurance	£126.00	£11.45

- (2) The tribunal does make an order under section 20C of the Landlord and Tenant Act 1985 and the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

Background

1. The Applicant made an application dated 7 October 2024 for determination of liability to pay and reasonableness of service charges for the years for various items within the service charge from 2009 to 2026.
2. The Applicants are the leasehold proprietors of Flats 15-23 inclusive whose ownership is subject to the terms of long residential leases that are made materially on the same terms.
3. The Respondent is the named management company under the leases.

4. Deers Leap (Flats 15-23) - RTM Company Limited acquired the right to manage the Estate in 2009, which includes the block, the properties, and the garden area.
5. The Respondent retained the management of the estate roads, which serve the Estate, in addition to other properties which are not included within the Application.
6. The Applicant further seeks 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.
7. The tribunal reviewed the application and concluded that there would be benefit in holding a case management hearing to try and narrow the issues. Directions dated 11 March 2025 were issued to this effect with a case management hearing on 2 May 2025.
8. Mr O'Brien attended for the Applicants, (being the sole director of the Deers Leap (Flats 15 to 23) RTM Co Ltd, and Mr Mullen of Counsel appeared on behalf of the Respondent.
9. At the case management hearing it was agreed that any challenge should be limited to 2016 onwards. Both sides agreed to mediation. Mediation took place on 28 May 2025. The mediation did not settle the matter but both sides agreed to meet on the 11 June 2025.
10. The Applicant on 24 June 2025 contacted the tribunal saying that settlement had not been reached and requested further Directions.
11. Directions were issued on 30 April 2025 providing for the service of documents.

The Hearing

12. To support the Application a Bundle of 316 pages was submitted by the Applicant. Additionally, the Applicant submitted a single page skeleton argument accompanied by a spreadsheet titled "25.10.02 Analysis on Invoices in Annexe 5 of Respondents statement of case".
13. Present at the hearing were Mr O'Brien for the Applicants and Aimee-Leigh Cannon and Mark Neighbour of FirstPoint for the Respondent. Two observers were also present, but they did not take part in the hearing.
14. Mr O'Brien made his submission; he talked the tribunal through the skeleton argument and accompanying spreadsheet.

15. There had been a number of concessions provided by the Respondent and so the items before the tribunal outstanding were limited to;
- (a) "Insurance estimate charged for Y/E 31.03.25" for £ 864. This figure was divided by 22, the number of leaseholds in the block producing a figure of £39.27 per flat.
 - (b) "Insurance revaluation charged for Y/E 31.03.25" for £400. This figure has been divided by 22, the number of leaseholds in the block producing a figure of £ 18.18 per flat.
 - (c) "Insurance estimate charged for Y/E 31.03.26" for £924. This figure has been divided by 22, the number of leaseholds in the block producing a figure of £42.00 per flat.
 - (d) "Insurance revaluation charge for Y/E 31.03.26 for £400. This figure has been divided by 22, the number of leaseholds in the block producing a figure of £18.18 per flat.

It was agreed by the parties that the actual figure for insurance was £126.00 which when divided by 22 equates to £11.45 per flat.

Insurance

16. The tribunal heard that insurance had not been charged prior to the year of the estimate of £864.00 31.03.25 was made and the subsequent actual charge of £126.00 31.03.26. This was conceded by the managing agent as an omission. An estimated charge of £924.00 was made for Y/E 31.03.26.
17. The tribunal heard that the Applicant does not contest the need for insurance and does not contest the figure of £126.00 which equates to £ 11.45 per flat.
18. The respective parties were concerned with the summation of their respective spreadsheets which go back a number of years. The tribunal is not able to assist on these matters save only to determine whether a particular service charge item is payable and whether the payment is reasonable.
19. In this case the payability of the charge under the lease for insurance is not contested. The Applicant agrees that the actual charge of £126.00 is reasonable. **The estimate charge of £864.00 31.03.25 whilst of academic interest only, now the actual has been provided, the tribunal finds as disproportionately high and determines £126.00 31.03.25 the same as the actual charge. Similarly, the estimated charge of £924.00 31.03.26 is determined at £126.00.**

Revaluation fee for £400.00 for each of the Y/E 31.03.25 and 31.03.26.

20. The Applicant acknowledged the need for insurance for the infrastructure that comprised the road and paths such insurance the tribunal heard covers the cost of replacing and liability for injury to third parties. The Applicant however did not feel that a revaluation was required to periodically review the extent of the insurance.
21. The Respondent contended that such a revaluation by a suitably qualified organisation or individual was necessary but that such a revaluation ought properly to be carried out at three-year intervals not annually. The Respondent asserted therefore that one of the revaluation fees was appropriate but the other not.
22. The tribunal concurs with the Respondent that seeking professionally supplied rebuilding figures for the infrastructure is sensible and payable under the lease. The tribunal also concurs that such a process should be three yearly not annually. **The revaluation fee of £400 equivalent to £18.18 per flat is allowed for the Y/E 31.03.25 but not the charge for the subsequent year of 31.03.26.**

Application under Landlord and Tenant 1985 section 20C and Commonhold and Leasehold Reform act 2002 para 5A

23. The Applicant requested within the Application the tribunal makes an Order under the Landlord and Tenant Act 1985 section 20C and Commonhold and Leasehold Reform Act 2002 paragraph 5a schedule 11. The effect of such an order is to prevent the Respondent levying the cost of the proceedings as a service charge and administration charges.
24. The Applicant noted they had engaged with the process, as a result of engaging with the process and that without it the result would not have been achieved.
25. The Respondent noted that mis steps had taken place and that they were learning from the process and undertook not to levy any charge on the Applicants under section 20C nor para 5A Schedule 11. The Respondent noted that they had not retained counsel in order to make the process as modest a cost as possible.
26. The tribunal welcomes the undertaking given by the Respondent not to seek costs from the Applicants by way of service charge or administrative charge.
27. Given the Applicant has been successful and adhered to the process, for the sake of clarity the tribunal makes an Order under Landlord and Tenant Act 1985 section 20C that no costs can be passed through the service charge in connection with these proceedings and similarly makes an Order under the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

Chair: R Waterhouse FRICS

[] 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 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).