



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

Case reference : LON/00AW/LSC/2019/0386
LON/00AW/LSC/2019/0402
LON/00AW/LSC/2023/0483
LON/00AW/LSC/2023/0484
LON/00AW/LSC/2025/0876
LON/00AW/LSC/2025/0877

Property : 34A St Leonards Terrace, London, SW3
4QQ

Applicant : Christchurch Estates Limited

Representative : PDC Law

Respondent : Mrs P Tollman

Representative : N/A

Type of application : Transfer from County Court – Service
and Administration charges.

Tribunal members : Judge H Carr
Ms S Beckwith MRICS

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 27th October 2025

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sums claimed by the Applicant are payable and reasonable in the amounts as set out in the table of claims in paragraph 2 below.
- (2) The tribunal makes the determinations as set out under the various headings in this Decision
- (3) Since the tribunal has no jurisdiction over county court costs and fees, these matters should now be referred back to the County Court at Bedford or Luton as applicable

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Respondent in respect of the service charge years 2016 - 2020.
2. Proceedings in connection with the outstanding service charges and administration charges were originally issued in the County Court and transferred to the tribunal as follows:

Service charge period	Amount Claimed	County Court claim number	Transfer Order	Tribunal number reference
24 June 2016 to 24 March 2019	Service charges £10,202.85 less £252.80 which is conceded as a mistake by the Applicant. Admin charges £636.00	Bedford F52YX791	DJ Clarke 16 th October 2019	LON/00AW/2019/0402
25 March 2019 to 23 June 2019	Service charges	Luton F75YX777	DJ Clarke	LON/00AW/LSC/2019/0386

	£1,384.16 Admin charges £602.00		20 th September 2019	
24 th June 2019 – 23 rd September 2019	£1209.50 service charges and administration charges of £636.00	Luton F31YY359	24 th July 2024	LON/ooAW/LSC/2025/0876
24 September 2019 to 24 December 2019	Service charges £1209.50 plus administration charges of £602.00	Luton G21YX160	2 nd November 2020	LON/ooAW/LSC/2023/0483
25 December 2019 to 23 June 2020	Service charges of £2419.00 plus admin charges of £636.00	Luton - G02YY078	17 th November 2021	LON/ooAW/LSC/2023/0484
24 th June 2020 - 28 th September 2020	£1309.60 service charges and £602.00 administration charges	Bedford G32YY568	DJ Ayers 24 th July 2024	LON/ooAW/LSC/2025/0877

The hearing

3. The hearing took place on 4 September 2025. The Applicant was represented by Mr Daniel Jones of Counsel at the hearing. Also in attendance was Ms Aggie Zyla an employee of RMG Ltd, the agents instructed by the Applicant who gave evidence for the Applicant.
4. The Respondent had not communicated with the tribunal about her attendance or whether she would be instructing a representative as required by directions issued by the tribunal on 30th June 2025.

5. The tribunal therefore contacted the Respondent on the morning of the hearing. The Respondent informed the tribunal that she had not understood the requirements of the directions but that she was able to attend the hearing via telephone. There was a brief delay to the commencement of the hearing whilst the Respondent's participation by telephone was arranged.

The background

6. The property which is the subject of this application is a flat in a converted house.
7. 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.
8. The Respondent holds a long lease of the property 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 history of the claims at the tribunal

9. The tribunal issued directions in LON/00AW/LSC/2019/0386 following the transfer of proceedings to it from the County Court of claim F75YX777 on 11th October 2019.
10. The County Court transferred F52YX791 to the tribunal 16th October 2019. The tribunal allocated the claim a reference number LON/00AW/2019/0402.
11. The Applicant applied for the cases to be heard together and to be stayed pending the determination by the County Court, of a further claim D16YX544, which related to the same property where the Respondent had raised the same issues, but the claim covered a different period of time. The argument of the Applicant was that the County Court judgement may give rise to an issue estoppel either limiting or disposing of the matters which are in dispute in the proceedings which have been transferred to the Tribunal.
12. Judge N Hawkes issued directions staying the proceedings until 18th May 2020. The parties were directed to write to the tribunal on that date setting out the position in relation to the County Court proceedings.
13. Following the determination of D16YX544 by the County Court which dismissed the defence of the Respondent the Applicant, on 24th January 2022, applied to the tribunal for a consolidation of claims G21YX 160

(subsequently allocated tribunal reference number LON/ooAW/LSC/2023/0483) and Go2YY078 (subsequently allocated tribunal reference number LON/ooAW/LSC/2023/0484) with the existing applications LON/ooAW/LSC/2019/0386 and LON/ooAW/2019/0402.

14. The Applicant at the same time requested an order, pursuant to Rule 9 of the tribunal's procedural rules, to strike out the Respondent's case on the grounds that it had no reasonable prospect of success on account of the issues raised by her in her defence having already been determined and dismissed by the County Court.
15. The tribunal set the matter down for a case management hearing on 19th December 2023. The application for a strike out was not pursued at this hearing but the appropriate next steps were agreed to ensure the proportionate and speedy determination of the claims. The Respondent did not attend the case management hearing.
16. The Applicant was required to email the particulars of claim, the defence and any other papers relating to County Court claim number Go2YY078 to the tribunal and to the respondent and to prepare a schedule of claims to be emailed to the respondent and the tribunal by 19th January 2024. The matter was to be listed for a further case management hearing in March 2024.
17. On 5th June 2024, following communications from the Applicant, Judge H Carr advised that once the two County Court claims referenced in paragraph (1) (a) (iii) were transferred to the tribunal a further Case Management Hearing would be organised.
18. The Respondent made an application for a stay in proceedings on 28th August 2024 because of her ill health.
19. On 25th September 2024 the Applicant applied for the claim number G32YY568 and F31YY359 transferred by separate orders both dated 24th July 2024 to be assigned tribunal reference numbers and to be heard together with the existing cases. The Applicant also applied for a further Case Management Hearing to be listed for the first available date after 30th October 2024 subject to the Respondent's fitness to work.
20. The Respondent continued to provide evidence of protracted medical unfitness so that the tribunal was unable to organise a case management hearing.
21. On 29th April 2025, following a request from the tribunal for draft directions on next steps in the light of the continued illness of the Respondent, provided draft directions.

22. On 30th June 2025 the tribunal set the matter down for a hybrid hearing on 4th September 2025 and issued directions indicating that the matter would proceed in the absence of the Respondent but urging her to attend online, and/or provide written representations and/or instruct a representative.
23. Those directions were amended following an application by the Respondent so that the service of the statement of case by the Respondent was delayed from 25th July 2025 to 6th August 2025 and that the Applicant's reply be provided by 15th August 2025.

The issues

24. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) The payability and/or reasonableness of service charges for the period 24 June 2016 to 28th September 2020 totalling £17,481.80
 - (ii) The payability and/or reasonableness of administration charges totalling £3,714.00
25. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.
26. The relevant terms of the lease are referred to where relevant below.

The Applicant's arguments

27. The Applicant argues that the service charge and reserve fund demands have been issued in accordance with the lease and that all statutory requirements under the Landlord and Tenant Act 1985 have been complied with.
28. The Applicant refers to various clause of the lease in support of its claim, including
 - (i) Under Clause 2(2) of the lease, the Respondent covenanted to pay to the Applicant a proportion of the costs, charges, and expenses incurred in carrying out its duties and obligations as set out in the Fourth Schedule, such payments to be computed and payable as set out in the Third Schedule.

- (ii) The Third Schedule provides that the Respondent shall pay a specified fraction (being 5%) of the total costs of services, including maintenance, insurance, and management, by four equal quarterly payments in advance on the usual quarter days.
 - (iii) The Fourth Schedule details the services to be provided by the Company, including: • Maintenance and repair of the structure and common parts of the building. • Insurance of the building. • Employment of caretakers and cleaners. • Preparation of annual accounts and management of the Service Charge Fund and Reserve Fund.
- 29. The Applicant provided at page 236 of the hearing bundle a full breakdown of the service charges and administration charges that were outstanding in respect of each county court claim transferred to the tribunal.

The Respondent's arguments

- 30. The Respondent argues that the Applicant failed to comply with the Fourth Schedule, Paragraph 9 of the lease. The paragraph provides as follows:

At the conclusion of the financial year the Company shall prepare statements of account for the calendar year ending the twenty-fourth day of June and shall present such statements for audit by independent accountants and the Company shall use its best endeavours to procure copies of the audited accounts and shall circulate to every lessee copies of such accounts within six months of the end of the financial year and any shortfall shall be payable at that time or on the twenty-fifth day of December next whichever is the later
- 31. The Respondent also argues that the Applicant's year end accounts do not provide an apportionment statement without which the accounts are incomplete and cannot reflect Schedule 3.
- 32. The Respondent also argued that auditors were required.
- 33. Upon questioning by the tribunal, the Respondent made clear that she could see no evidence that the Applicant had considered within the apportionment of the service charges that her flat was not required to make contributions in respect of the lift to the property. She was unwilling to pay the charges without this being made clear.

The Applicant's response

34. The Applicant characterises the arguments of the Respondent as (i) the year end defence and (ii) the apportionment statement defence.
35. In connection with the year end defence, the Applicant accepts that the year end accounts have been filed late, ie after 25th December. It argues however that the late filing does not allow the Respondent to avoid payment. The Applicant relies upon the principle set out in Woodfall, Law of Landlord and Tenant at paragraph 7.179
- “Where the lease prescribes a time by which end of year accounts must be prepared, time will not generally be of the essence in the absence of provision to the contrary, so that a failure to prepare accounts in time will not of itself deprive the landlord of his right to payment”. The relevant paragraph cites *West Central Investments v Borovik* (1977) 241 EG 649; and *Mohammadi v Anston Investments* [2003] EWCA Civ 981 [2004] L&TR 8)
36. The Applicant also points out that the defence as pleaded can only apply to the deficit charges raised on the account as the 4th Schedule paragraph 9 provisions do not apply to the charges raised on estimates which are covered by the 4th Schedule paragraph 12.
37. The Applicant points out that there is no challenge to estimated service charges or the reserve funds. The deficit charges total £1,224.60 and comprise of: £3.70 – Year ended 23 June 2013 £220.85 – Year ended 23 June 2016 £185.05 – Year ended 23 June 2017 £479.65 – Year ended 23 June 2018 £335.35 - Year ended 23 June 2019 241 £1,224.60 - TOTAL
38. In connection with the apportionment statement defence, the Applicant says that the parties have concluded earlier litigation in the Applicant's favour under Claim No D16YX544 for the service charge period 2011 – 2016 where the Respondent relied on the same defence. Within those proceedings a single joint expert, Grant Thornton UK LLP, was instructed and a report completed by Kate Jeffries dated 20th September 2018. The report concluded that there is no requirement, either in the lease, or generally (see paragraph 3.15 of the report of the single joint expert) that the accounts contain an apportionment statement and the contention that the absence of such a statement render the accounts incomplete or not audited is misconceived.
39. The expert report is contained in the Applicant's hearing bundle at page 266.
40. The Applicant when asked by the tribunal agreed that the accounts do not specify which charges are lift charges and argues that there is no requirement in the lease that this information is provided. Ms Zyla

pointed to p.31 of the Applicant's hearing bundle which makes clear that the Respondent is liable for 5% of the charges (excluding lift) and 0% for the lift. She explained that when the budgets are prepared the charges are separated out and charges relating to the lift and the lift insurance are only charged to those residents who are liable for them.

41. The Applicant also argues that the administration charges, which are for the debt recovery occasioned by the Respondent's non-payment, are reasonable and fair given that the Respondent has not raised a defence or any dispute with any merit.
42. The Applicant informed the tribunal that the accounts had been audited.

The tribunal's decision

43. The tribunal determines that the amounts claimed by the Applicant and set out in the table at paragraph 2 of this decision are reasonable and payable by the Respondent.

Reasons for the tribunal's decision

44. The tribunal accepts the arguments of the Applicant.
45. It agrees with the Applicant that its failure to file the end of year accounts by the date specified in the lease does not mean that the Applicant is not entitled to the service charges and other charges that it has demanded.
46. It notes that the Respondent's argument about a failure to properly apportion the service charges was thoroughly considered by the County Court in Claim No D16YX544 and the Respondent's defence was dismissed.
47. The hearing bundle prepared by the Applicant contains accounts at pages 318/326/334 and 342 which have clearly been audited.

The next steps

48. The tribunal has no jurisdiction over county court costs, and it has been agreed that the costs of the proceedings in the tribunal should be determined by the county court. These matters should now be returned to the appropriate County Court.

Name: Judge H Carr

Date: 27th 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).