



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

Case reference : **LON/00AU/LSC/2025/0906**

Property : **Penthouse 2, Citygate House, 91-99
Pentonville Road, London, N1 9LG**

Applicant : **91-99 Pentonville Road (Freehold) Ltd**

Representative : **Mr Rowan (Counsel)**

Respondents : **Mr Mark Leslie Hill
Mrs Lesley Vivien Kohler**

Representative : **Mr Williams (Counsel)**

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 : **Deputy District Judge Samuel sitting as
a Tribunal Judge
Mr John Naylor FRICS, FIRPM**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **5 November 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £12,814.93 is payable by the Respondents in respect of the service charges for the years 2020 and 2021.
- (2) The matter is to be transferred back to the County Court at Clerkenwell and Shoreditch, since the tribunal has no jurisdiction over county court costs and fees.

The application

1. The Applicant issued a claim dated 13 October 2021 in the County Court for £12,991.65 which represented the service charges for 2020 and 2021 and a balancing payment from 2019 of £176.76. The service charge year mirrors the calendar year.
2. The Defendant issued a defence and counterclaim in response dated 26 November 2021. At paragraph 10 of the defence, reference was made to a series of challenged charges from 2019. The counterclaim sought various declarations from the County Court.
3. After a reply and defence to counterclaim was issued there was a request for further information from the Claimant which was responded to on 23 February 2022
4. The case was then stayed and nothing appears to have happened until it was finally transferred to the County Court at Clerkenwell and Shoreditch.
5. On 21 May 2025 the case was transferred by Deputy District Judge Cox to the First Tier Tribunal for a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”).
6. Directions were given by Judge Martynski on 11 July 2025 which included an order for disclosure of any previously unseen documents by 15 August 2025, witness statements by 19 September 2025 and for the Applicant to file an electronic bundle by 17 October 2025.
7. The Respondents sought an order to extend time for submitting unseen documents which was refused by Judge Martynski on 14 October 2025.
8. Notwithstanding there already being a bundle of some 1282 pages, the Respondents filed their own bundle of over 1200 pages on 17 October 2025 which included documents the Claimant said they had not seen. On the morning of the hearing a Scott Schedule was provided to the

Tribunal which predominantly raised issues relating to the 2019 service charges. As well as the above documents, Mr Rowan also provided a skeleton argument which had been emailed to the Tribunal members on 24 October 2025

The hearing

9. The Applicant was represented by Mr Rowan of Counsel at the hearing and the Respondent was represented by Mr Williams of Counsel.
10. There was a preliminary matter as to the jurisdiction of the Tribunal to consider the reasonableness and payability of the 2019 service charge given the Applicant, through Counsel, waived the claim for the balancing charges and thus the service charge for 2019 had been paid in full.

The background

11. The property which is the subject of this application is a flat in development of 35 flats with car parking spaces.
12. 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.
13. 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 and will be referred to below, where appropriate.

The issues

14. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) The Jurisdiction of the Tribunal to consider the payability and/or reasonableness of the service charges for 2019
 - (ii) The payability and/or reasonableness of service charges for years 2020 and 2021
15. Having heard submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

The tribunal's decision

16. The tribunal determined that it did not have the jurisdiction to hear challenges to the 2019 service charge account. .

Issue 1 – the parties' arguments

17. Without wishing any discourtesy to the parties' representatives the following were broadly their submissions but not all of them.
18. Mr Rowan's original position was that as only £176.72 was outstanding in service charges for 2019 that this outstanding amount was the only issue before the Tribunal. However, as the Applicant had now waived the outstanding amounts relating to 2019, there was no jurisdiction for the Tribunal to consider the 2019 charge. As there was no application before the Tribunal relating to 2019 or a counterclaim before the Court to determine those charges, absent a counterclaim that sought declarations that nothing was owed, there was no jurisdiction for the Tribunal to assess those charges. The Respondent's options were to amend their County Court pleadings or make an application to the Tribunal
19. Mr Williams relied on paragraph 10 of the defence and counterclaim which detailed the charges from 2019 that were being challenged by the Respondents within the defence. He further claimed that due to the failure to provide invoices in a timeous manner, the Respondents could not further particularise their case until these were served. The County Court would want the issue of 2019 charges determined and this Tribunal was the appropriate venue.

Reasons for the tribunal's decision

20. The Tribunal noted *Cain v Islington* [2015] UKUT 117 (LC) and in particular paragraph 17 of that decision

17....the jurisdiction of the F-tT in a case transferred to it from the County Court is confined to the question transferred and all issues comprehended within that question. I would suggest, however, that that principle ought to be applied in a practical manner, with proper recognition of the expertise of the F-tT in relation to residential service charges. When trying to identify which subsidiary issues ought properly to be treated as being included within the scope of the questions transferred it is not appropriate to be too pedantic, especially where an order transferring proceedings is couched in general terms and where there is no suggestion that the court intended to reserve

for itself any particular question. It is not uncommon for orders for transfer to be expressed rather generally, and in practice the tribunals of the Property Chamber sensibly recognise that it would be a disservice to the parties (and to the transferring court) for them to adopt an over-scrupulous approach to their jurisdiction.

21. So far as is relevant the transfer order of DDJ Cox states:

UPON the court expressing the views that subject to the views of the First Tier Tribunal (FTT) in order to relieve the Defendants of the burden of incurring further costs and legal complexity that the pleadings in this case shall stand as the parties representative statements of case in the First Tier Tribunal (FTT) proceedings

1. *The matter is transferred to the First-tier Tribunal (Property Chamber) to determine all questions in relation to the reasonableness and payability of service charges and/or all such questions as fall within the Tribunal's usual jurisdiction under section 27A of the Landlord and Tenant Act 1985.*
22. The tribunal noted that as at 6 January 2020, the service charge account was showing a zero balance. It appears that subsequently the final reconciliation of the 2019 accounts lead to a further £176.72 being owed for 2019. However, given that amount was waived, there is no outstanding service charges owed for 2019.
23. The claim was solely for the service charges for 2020 and 2021 which was the subject of the claim in the County Court
24. The effect of the Respondents' position was effectively to argue for a set off against the 2020 and 2021 charges of the amounts said not to be owed for 2019, despite them being paid. The pleadings were effectively to try and use alleged failings in the 2019 accounts as a defence to the service charge claims for 2020 and 2021.
25. The Tribunal were being asked to consider the reasonableness and payability of the 2020 and 2021 service charges.
26. While the Tribunal in accordance with *Cain v Islington* and the directions of Judge Martynski could consider the counterclaim, this was not couched as an off set. It sought declarations from the County Court that no charges costs or fees were payable and that the Claimant "*is not entitled to recover any sum claimed herein due to the same having been unreasonably incurred and/or the same having been incurred secondary to improper performance on the part of the Claimant of their obligations under the lease*"

27. The sums claimed *‘herein’* relate to 2020 and 2021 and not an earlier service charge year. The Tribunal did not consider that not considering the 2019 service charge year was pedantic.

Issue 2 – 2020 and 2021 service charges

28. Having determined that the Tribunal was only going to consider the reasonableness and payability of the service charges for 2020 and 2021, the Tribunal sought a narrowing of the issues from the parties.
29. The Respondents, through their Counsel, accepted that there was no challenge to the service charges for 2020 and 2021.

Decision

30. The tribunal determines that the sum of £12,814.93 is payable by the Respondents in respect of the service charges for the years 2020 and 2021.
31. The matter is to be transferred back to the County Court at Clerkenwell and Shoreditch, since the tribunal has no jurisdiction over county court costs and fees.

Name: DDJ Samuel

Date: 5 November 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).