



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

Case Reference : **MAN/ooCG/LSC/2024/0198**

Property : **Apt. 113 Daisy Springs Works, 1 Dun Street, Sheffield**

Applicant : **Avon Ground Rents Limited**

Respondent : **Sheena Arshad Patel**

Type of Application : **Landlord and Tenant Act 1985 – s27A**

Tribunal Members : **Judge R Anderson
Mr L Brown- lay member
Mr J Platt- valuer member**

Date of Hearing: **19 May 2025**

Date of Decision : **9 September 2025**

DECISION

Decision: The Tribunal made the following findings in respect of the sums claimed:

ITEM	Finding
Year-end Balancing Charge(car park) 1 Jan 20 – 31 Dec 20 £96.74	Not to be determined by this Tribunal pursuant to order of Judge Holbrook
Year-end Balancing Charge 1 Jan 21 – 31 Dec 21 £598.11	Not to be determined by this Tribunal pursuant to order of Judge Holbrook
Year-end Balancing Charge 1 Jan 21 – 31 Dec 21 £300.82	Not to be determined by this Tribunal pursuant to order of Judge Holbrook
Year-end Balancing Charge 1 Jan 21 – 31 Dec 21 £7.61-	Not to be determined by this Tribunal pursuant to order of Judge Holbrook

Ground Rent 1 Jul 22 – 31 Dec 22 £125.00	The Tribunal has no jurisdiction to determine ground rents
Interim Service Charge (Estate) 1 Jul 22 – 31 Dec 22 £564.55	Payable as claimed
Interim Service Charge (Car Park) 1 Jul 22 – 31 Dec 22 £39.36	Payable as claimed
Interim Service Charge (Resi) 1 Jul 22 – 31 Dec 22 £491.81	Payable as claimed
Ground Rent 1 Jan 23 – 30 Jun 23 £125.00	The Tribunal has no jurisdiction to determine ground rents
Interim Service Charge (Estate) 1 Jan 23 – 30 Jun 23 £838.20	Payable as claimed
Interim Service Charge (Car Park) 1 Jan 23 – 30 Jun 23 £42.95	Payable as claimed
Interim Service Charge (Resi) 1 Jan 23 – 30 Jun 23 £577.57	Payable as claimed
Administration Charges (Breach) £708.00	Payable as claimed
Administration Charges (Subletting) £72.00	Not to be recovered
Legal Costs £1,200.00	Payable as claimed

INTRODUCTION

1. This is a judgement following a Tribunal hearing which took place by video link on the 19 May 2025. At the hearing the Applicant was represented by Mr Granby of counsel and the Respondent appeared in person.
2. This application came before the Tribunal having been transferred from the county court pursuant to an order of DDJ Skeldon (as she then was) dated 28 March 2024 in Claim No K5LM592Z to determine the Respondent's liability for service charges under s27A Landlord and Tenant Act 1985.
3. Pursuant to an order of Judge Holbrook in this Tribunal (circulated by email) dated 25 April 2025 the purpose of this hearing was to decide the Respondent's liability for any service and administration charges over which this Tribunal has jurisdiction from 1 January 2022 onwards.
4. The Tribunal had the benefit of bundles from both parties containing statements of case along with a skeleton argument on behalf the Applicant. Following, the hearing the Respondent submitted a skeleton argument. This document submitted out of time did not contain anything that the Respondent had not said at the final hearing, accordingly, the Tribunal had already considered all of points raised in that document.

5. The start of the hearing was delayed to allow the Respondent to find a suitable location to conduct the hearing from. During the hearing, the Respondent made reference to experiencing health difficulties, Judge Anderson offered to take a break on a number of occasions but the Respondent confirmed she was happy to continue.

KEY FACTS

6. The Applicant is the freeholder of the property known as Daisy Spring Works, Cornish Street, Sheffield.
7. The Respondent is the registered leasehold proprietor of Flat 113.
8. The occupation is governed by a lease dated 11 January 2010 between Golfpress Limited on the one part and Des O'Sullivan and John O'Sullivan on the other part for a term of 999 years from 1 January 2005 ("the Lease")
9. The pertinent terms of the lease are as follows:
 - a) Paragraph 10 of the Fourth Schedule permits the recovery of the Residential Service Charge, the Building Service Charge and the Parking Service Charge;
 - b) Paragraph 11(a) of the Fourth Schedule provides for the payment of estimated expenditure in advance on 1 January and 1 July each year.
 - c) Paragraph 11(b) of the Fourth Schedule allows for recovery of ad hoc payments if estimates are insufficient.
 - d) The Respondent is responsible for the following apportionments:

Residential Service Charge:	0.6613%
Parking Service Charge:	1.0309%
Building Service Charge:	0.6098%

THE LAW

10. The relevant legislation is contained in s27A Landlord and Tenant Act 1985 which reads as follows:

s27A Liability to payable service charges: jurisdiction

(1) An application may be made to a leasehold valuation Tribunal for a determination whether a service charge is payable and, if it is, as to—

 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to a leasehold valuation Tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

- (a) the person by whom it would be payable,
- (b) the person to whom it would be payable,
- (c) the amount which would be payable,
- (d) the date at or by which it would be payable, and .
- (e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which—

- (a) has been agreed or admitted by the tenant, .
- (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party, .
- (c) has been the subject of determination by a court, or .
- (d) has been the subject of determination by an arbitral Tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

- (a) in a particular manner, or
- (b) on particular evidence, of any question which may be the subject of an application under subsection (1) or (3).

(7) The jurisdiction conferred on a leasehold valuation Tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

THE APPLICANT's SUBMISSIONS

11. The Applicant's submissions can be summarised as follows:

- a) This Tribunal has no jurisdiction to determine Ground Rent;

- b) The only basis for a challenge to interim charges is that they are not reasonable estimates and that case has not been meaningfully advanced by the Respondent;
- c) Paragraph 8(e) of the Fourth Schedule allows for registration fee in respect of subletting and registration fees fall outside this Tribunal's jurisdiction;
- d) The administration and legal fees are recoverable pursuant to clauses 14(a) and 14(b) of the Lease

THE RESPONDENTS SUBMISSIONS

11. The Respondent's submissions can be summarised as follows:
 - a) There maybe double counting of this claim and payments already made;
 - b) The Applicant has failed to provide reconciliations of estimated charges even now when we are 3 years post estimate;
 - c) The charges were higher than those at similar property the Respondent owns;
 - d) The repeated subletting fee should is not allowed under the lease;

THE DETERMINATION

12. In respect of the estimated charges the Tribunal found that there was no evidence before the Tribunal that the estimates were not reasonable estimates which was the key question for the Tribunal to consider on this issue. The Tribunal made no finding of fact either way in respect of any failures to provide reconciliation statements but even if that were the case that did not provide a reason in law to not pay the estimated demands which were due under the lease.
13. There was no double counting, it was clear from the evidence provided by the Applicant that the sum of £16,931.80 in March 2022 did not relate to the sums which this Tribunal is considering.
14. The Tribunal found that any comparison with any other flats owned by the Respondent was not something the Tribunal should take into account in considering whether the Applicant was entitled to recover the service charges claimed.
15. For the reasons set above the Tribunal found that all of the interim service charges claimed were recoverable from the Respondent.
16. The Tribunal considered the position in respect of the charges for subletting. The Tribunal noted that a registration fee was payable under the lease but the fee charged by the Applicant was being claimed not as a registration fee but as an administration fee. The Tribunal found this on the basis that it was charged annually and there was no evidence that it was linked to the registration of a specific sub-lease. Administration fees are within the

Tribunal's jurisdiction to consider. The lease does not contain clause which allowed for the recovery of an administration fee in respect of the subletting. For that reason the Tribunal did not allow the registration fees in respect of the sub-letting.

17. The matter is now referred back to the county court.

Judge Anderson
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 should be made on Form RP PTA available at:

<https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-Tribunal-lands-chamber>

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).