



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY) &
IN THE COUNTY COURT**

Case Reference	: HAV/00HG/LSC/2025/0694.
Court Claim No	: L3QZ04Y3.
Property	: Flat 3, 34 Victoria Place, Stoke, Plymouth PL2 1BY.
Applicant	: 34 Victoria Place Management Company Limited.
Representative	: Grace Agunbiade (Counsel).
Respondent	: Robert James Horton.
Type of Application	: Transferred Proceedings from County Court in relation to service Charges.
Tribunal Members	: Judge C A Rai M C Woodrow MRICS M Jenkinson.
In the County Court	: Judge C A Rai.
Date type and venue of Hearing	: 8 October 2025 Tribunals Centre, Keble House, Southernhay Gardens, Exeter EX1 1NT.
Date of Decision	: 27 October 2025.

DECISION

Those parts of this decision that relate to County Court matters will take effect from the 'Hand Down Date' which will be the date this decision is sent to you.

Summary of the decisions made by the Tribunal

1. The following sums are payable by the Respondent Robert James Horton to the Applicant, 34 Victoria Place Management Company Limited by 24 November 2025.
 - (a) Service charges:
 - a. Y/E ending 31.12.2020. £777.16
 - b. Y/E ending 31.12.2021. £1,328.88
 - c. Y/E ending 31.12.2022. £3,085.56

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|----|------------------------|------------------|
| d. | Y/E ending 31.12.2023. | £1,449.34 |
| e. | Y/E ending 31.12.2024. | <u>£1,815.49</u> |
| | Total | £8,456.43 |
- (b) Legal costs under clause paragraph 18 of the Fourth Schedule and paragraph 8 of the Sixth Schedule to the lease: £7,242.90 (plus VAT).
- (c) Interest at 8% calculated in the case of service charge demands from the following dates in each of the five service charge years.
- | | | |
|----|------------|----------------|
| a. | 01.01.2020 | £354.13 |
| b. | 01.01.2021 | £503.59 |
| c. | 01.01.2022 | £763.28 |
| d. | 01.01.2023 | £382.86 |
| d. | 01.01.2024 | <u>£248.70</u> |
| | Total | £2,252.56 |
- to the date of judgment:

The Proceedings

2. Proceedings were originally issued against the Respondent on 5 June 2024, in the County Court Business Centre under claim number L3QZo4Y3. The Respondent filed a Defence dated 28 June 2024. The proceedings were transferred to the County Court at Plymouth and then to this tribunal by the order of District Judge Leech dated 30 January 2025.
3. Directions were issued and the matter eventually came to hearing on 8 October 2025.

The Hearing

4. The Applicant freeholder, was represented by Grace Agunbiade of Counsel, instructed by Property Management Legal Services, (who did not attend the hearing). The Respondent leaseholder, Robert James Horton appeared in person. The Tribunal received a bundle of documents comprising 481 pages, a skeleton argument from Counsel and a schedule of costs prior to the Hearing. References to numbers in square brackets in this decision are to the pdf numbered pages of the bundle.

The Background

5. The subject property is a first floor flat at the rear of the building at 34 Victoria Place, Stoke, Plymouth PL2 1 previously converted to provide 5 self-contained flats.
6. Neither party requested an inspection of the Property, nor did the tribunal consider that one was necessary or that it would have been proportionate to the issues in dispute.

7. Mr Horton holds a long lease of the subject property, which requires the landlord to provide services and the lessee to contribute towards their costs by payment of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.
8. Mr Horton confirmed at the beginning of the Hearing that he understood that he is contractually liable to pay service charges and his “liability to pay” the service charges is not disputed.

The issues

9. The sums claimed by the Applicant and set out in its statement of case [54] are £9,442.87, which it refers to as being service charge arrears and associated costs for service charge years between 2020 and 2024 (inclusive). It has provided copies of the service charge demands and some of the invoices relating to services provided in each of the five disputed years.
10. The Respondent’s defence relates to the reasonableness of the services provided and then charged for, his dissatisfaction with the current managing agents, and various concerns associated with the Applicant being listed as a dormant company at Companies House.

County Court Issue

11. Since the Tribunal has directed that it will administer the whole claim, the Tribunal Judge at the final hearing performed the role of both Tribunal Judge and County Court Judge (District Judge). Neither party objected to this.

The Applicant’s claim

12. The Tribunal questioned whether some of the service charges included in the total referred to in the Applicant’s statement of case should have been demanded as administration charges. It found no evidence in the bundle that the Applicant has done this.
13. In the absence of anyone present at the hearing who could offer evidence, Counsel and the Tribunal identified those payments. Following the hearing the Tribunal has scheduled the service charge payments due as follows.

S/C year	£	£
2020		777.16
2021		1,328.88
2022	1,727.78	
	+S. 20 + balancing charge	+1,501.20
		+107.33
2023	1,727.78 less surplus	(278.44)
2024	1,815.49	
	Total	<u>8,456.43</u>

14. Paragraph 14 of the statement of claim [56] refers to arrears £9,442.87 which is the figure shown on the combined statement of account [53].

15. Counsel agreed with the Tribunal that there is no evidence in the bundle that the Debt Recovery and Court fee £371.00 (9 June 2022) was demanded as an administration charge. Neither is there any copy of the demand for the section 20 works contribution dated 21 October 2022 in the bundle.
16. The Tribunal is satisfied that the amount of the service charges demanded and due from the Respondent for the five service charge years, is £8,456.43, being the total service charges identified in paragraph 13. It has included the amount in the section 20 demand, as this is referred to in the Applicant's evidence and was not challenged by the Respondent. Some of the invoices disclosed relate to the major works. (Following the hearing the Applicant produced a copy of that demand).

The Respondent's defence.

17. The Respondent claimed that the current managing agent has not, and is not, providing an acceptable service to the leaseholders. He said that the building is neglected and poorly run and claimed that although the agent aspired to "high standards" it did not deliver them. During the hearing he suggested that the maintenance of the exterior of the building was poor, he is not confident that the weekly fire alarm checks are carried out and that any attempts he makes to contact the management company are unsuccessful.
18. When the tribunal asked when he had last paid service charges it emerged that he has not paid service charges for a number of years, possibly prior to 2020. Official copies of his leasehold title, disclosed in the hearing bundle, reveal that a charging order was registered against the Property in 2022 [30]. Whilst acknowledging that he had been in arrears with his service charges in 2020 when Plymouth Block Management (the current managing agent) was retained, Mr Horton said that those arrears should have been written off, but he did not explain why.
19. Mr Horton also referred to personal issues which he said made it impossible for him to pay the sums due suggesting that he does not understand why the Applicant decided to issue proceedings against him to recover the service charges. Instead, he suggested that there had been no difficulties when he first purchased his flat and had personally known and worked with the other lessees. He attributed the reasons for his non-payment to the conduct of the current managing agent without providing any evidence. Whilst he offered to share photographs on his phone, neither the Applicant's representative nor the Tribunal was prepared to allow the late admission of photographs as evidence.
20. Mr Horton also insisted that he has paid the current managing agent £5,000 towards the outstanding debt, however in a statement made by Gary Rendle, head of property management at the Residential Block Management Group, dated 8 September 2025 (provided in response to the defence) he said that neither the Applicant or the management company has received a payment of £5,000 from Mr Horton [478].
21. Mr Horton's other concern, albeit not always clearly explained, was that the Applicant is described as a dormant company. He appeared to interpret that as meaning that it could not pursue him for nonpayment of service charges or indeed instruct the managing agent. He also implied that the company has no current directors. It was explained to him that it is not appropriate for the Tribunal to

check companies house records and adduce its own evidence. Had he wished to provide copies to underpin his submissions he could have done so.

22. Although the tribunal endeavoured to explain to the Respondent that the company which owns the freehold is not a trading company and is therefore entitled to file “dormant company accounts”, he would not accept its explanation.
23. Mr Horton’s written defence is difficult to follow. He does not offer any cogent explanation why he has not paid towards the service charges between 2020 and 2024. Some of his complaints refer to maintenance of his own property (such as the leaks to his boiler and the water heater).
24. In summary the Applicant’s case is that that none of the Respondent’s complaints as to the inadequacy of the provision of services have been particularised in a way that could substantiate his position.
25. Dissatisfaction with the Managing Agent and the Applicant generally, on the part of the Respondent, do not constitute a valid excuse for his not paying the service charges demanded.
26. The Applicant has submitted that the amounts demanded are reasonable; it has provided evidence by way of copies of invoices of the Applicant’s expenditure, and that the lease enables it to recover the unpaid service charge and its legal costs from the Respondent.

The Lease

27. Having examined the copy of the Respondent’s lease, dated 24 July 1991 and made between Peter Louis Sheehy and Anita Hull and Dean Easton, it is satisfied that the lease enables the Applicant to demand an amount payable by way of further rent (clause 1) [35] as hereinafter mentioned.
28. In paragraph 3 of the Fourth Schedule to the Lease the Lessee covenants to pay a service charge as provided in the Seventh Schedule and it was not disputed that the Respondent’s share of the service charge is 20%. In the Sixth Schedule the Lessor covenants to maintain the structure of the building including walls, roofs and foundations in good and substantial repair. It also covenants to maintain the entrances and the hallways and keep them painted and decorated and to insure the building and to enforce covenants entered into by other lessees which can include incurring legal expenses [47].
29. The Seventh Schedule refers to the calculation of the service charge providing that the lessees liability will be calculated by reference to actual expenditure and that (paragraph 2) the Lessee will pay on 1 January in each year the sum estimated as being 20% of the lessor’s probable expenditure. Following the preparation of accounts calculating the actual expenditure in each year the lessor can either recover any underpayment or credit any surplus [47, 48].

Conclusions

30. In the absence of any valid reasons which could justify his not paying the service charges contractually due to the Applicant, the Tribunal found that the Respondent is liable to pay the service charges demanded by the Applicant between 2020 and 2024. However, it disagreed with the Applicant about the

amount due and determines that the sum is £8,465.43. (This amount is consistent with the totals shown on the updated interest calculation provided by Miss Agunbiade following the hearing, in which she has itemised the service charges on which interest is claimed in the County Court proceedings).

31. The amounts payable for each of the service charge years are set out in paragraph 13 above.
32. The Applicant did not make any cost limitation claims despite the Tribunal inviting him to consider doing so.

County Court Issues Decision and reasons

33. After the proceedings were sent to the tribunal offices, the tribunal decided to administer the whole claim so that the Tribunal Judge at the final hearing performed the role of both Tribunal Judge and Judge of the County Court (District Judge). No party objected to this.
34. The starting point here is that the tribunal's determination means that the Applicant is entitled to judgement for the service charges due plus interest. The Applicant succeeded in its claim. The small downwards adjustment to the amount claimed were identified by the Tribunal and me, not the Respondent. However, Miss Agunbiade identified that the service charge claim for 2020 was restricted to part of the service charge for that year. Following the hearing she sent me her interest calculations and the service charge figure for that year matches my calculation in paragraph 36 below.
35. I have not found any merit whatsoever in the Respondent's defence nor identified any evidence of his claim to have paid some of the outstanding service charges.
36. At the hearing Miss Agunbiade and I discussed the dates from which interest should be paid. It was agreed that service charges are payable on account from 1 January in each service charge year. (Clause 1 and Paragraph 2 of the Seventh Schedule to the lease referred to above) [35, 47, 48].
37. Following an examination of the service charge demands in the bundle for each year it was agreed that service charges were demanded on the following dates:

1. 2020	29.02.20
2. 2021	13.01.21
3. 2022	01.01.22
4. 2023	12.01.23
5. 2024	22.01.24.

In 2022 two further payments were demanded, £1,501.20 demanded on 28 October 2022 for the section 20 works and a balancing charge of £107.83 (demanded on 17 November 2022). Those demands were not in the bundle but sent to me after the hearing.

38. Miss Agunbiade submitted that interest should run on each of sums demanded at the rate of 8% which rate was not challenged by the Respondent. The interest will accrue on the service charge figures referred to in paragraph 13 above for

2021, 2022, 2023 and 2024. Interest is recoverable on the sum of £777.16 for 2020.

39. In these proceedings the Claimant is the successful party in respect of its claim in respect of the unpaid service charges for the service charge years 2020 – 2024.
40. I agree with the findings of the FTT that in the absence of the Respondent providing any satisfactory reason for not paying his service charges, those charges are recoverable by the Applicant.
41. The Applicant has also claimed on the service charges from the date these fell due and calculated the interest due to the date of the hearing from the dates those payments were demanded, or if the demand was earlier than the due date the date those payments were due. I agreed those dates with Miss Agunbiade which are set out in paragraph 37, save and except that a small adjustment needs to be made with regard to 2022 when a small surplus was reccredited in the following January thus reducing the Respondent's service charge liability for that year and his subsequent debt. The interest calculation for that year must take that into account.

Assessment of costs

42. The total costs claimed by the Applicant is £10,748.80, including VAT, shown on the Applicant's costs schedule dated 30 September 2025, which Miss Agunbiade confirmed during the hearing included the Court fee shown on the County Court claim form and Land Registry disbursements. In the absence of any contrary information or separate invoices I have assumed that schedule includes all the Applicant's legal costs.
43. Whilst, as I told Miss Agunbiade during the hearing, I have considered the grade of the fee earner used and the times spent on the work done on documents and it appears to be reasonable at face value; it is totally disproportionate in comparison with the value of the claim.
44. I also questioned Miss Agunbiade about whether the Applicant has ever notified the Respondent that the claim was being pursued in contemplation of the possible forfeiture of his lease. I have not seen any correspondence in the bundle which is addressed to the Respondent, and which notifies him of that. In fact, the bundle does not contain copies of any correspondence from the Applicants legal representative addressed to the Respondent. The Respondent confirmed, when I asked him, that he had not received such a letter. Miss Agunbiade correctly stated in response that this was pleaded in the Applicant's particulars of claim [24].
45. The lease of the Property refers to the recovery of legal costs in two separate places.
46. Firstly, in paragraph 18 of the Fourth Schedule "the Lessee covenants to pay to the Lessor all costs charges and expenses (including Solicitors Counsels' and Surveyors costs and fees) incurred by the lessor in contemplation of any proceedings in respect of this Lease under sections 146 and 147 of the Law of Property Act 1925..." [43].
47. Secondly, in paragraph 8 of the Sixth Schedule the Lessor covenants "to enforce the covenants entered into with him by the Lessees of the other flatsby all

means available to Lessor.....Provided that if for such enforcement it becomes necessary for the Lessor to incur legal costs and expenses then Lessor may at his discretion before incurring such expense require the Lessee to deposit or otherwise secure to the Lessor suitable security for twenty per cent of such costs and expenses.” [47]. I am therefore satisfied that the lease of the Property contains provision for the recovery of contractual costs by the Landlord.

48. I remain unhappy with the quantum of the costs incurred for a claim of this value and have therefore decided to reduce the amount claimed by 20% which is what I told Miss Agunbiade during the hearing.
49. For that reason I have decided that the appropriate award of costs is £7,242.90 (plus VAT) which is 80% of the grand total of the costs listed in the Applicant's costs schedule.

Conclusion

50. By way of conclusion, I make the following awards in favour of the landlord:

Service charges: **£ 8,456.43.**

Legal costs (contractual costs) **£7,242.90 (plus VAT).**

Interest at 8% calculated in the case of service charge demands from the dates specified in paragraph 37 to the date of judgment **£2,252.62.**

51. Given that the FTT has made a decision regarding the Service Charges, the Applicant is entitled to a judgement in that sum. I have drawn a form of judgment that will be submitted with these reasons to the County Court sitting at Plymouth to be entered in the court's records. All payments are to be made by 24 November 2025.

Name: Judge C A Rai

Date: 27 October 2025 .

Appeals

Appealing against the tribunal's decisions

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Appealing against a reserved judgment made by the Judge in his/her capacity as a Judge of the County Court

1. A written application for permission must be made to the court at the Regional Tribunal office which has been dealing with the case.
2. The date that the judgment is sent to the parties is the hand-down date.
3. From the date when the judgment is sent to the parties (the hand-down date), the consideration of any application for permission to appeal is hereby adjourned for 28 days.
4. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties;
5. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.
6. If an application is made for permission to appeal and that application is refused, and a party wants to pursue an appeal, then the time to do so will be extended and that party must file an Appellant's Notice at the xx office within 21 days after the date the refusal of permission decision is sent to the parties.

7. Any application to stay the effect of the order must be made at the same time as the application for permission to appeal.

Appealing against the decisions of the tribunal and the decisions of the Judge in his/her capacity as a Judge of the County Court

8. In this case, both the above routes should be followed.