



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

Case reference : **LON/00AM/LSC/2025/0945**

Property : **Flats 1, 2 and 3 133 Blackstock Road,
London N4 2JW**

Applicant : **133 Blackstock Road (Hackney) RTM
Company Limited**

Representative : **Margherita Parodi**

Respondent : **Assethold Limited**

Representative : **Eagerstates Limited**

Type of application : **An application under section 27A
Landlord and Tenant Act 1985**

Tribunal Member : **Judge Robert Latham**

**Date and venue of
Determination** : **17 November 2025**

DECISION

Decisions of the Tribunal

- (1) The Respondent is debarred from further participation in this Application, pursuant to rule 9(3) (a), (b), (c) and (d) of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013
- (2) The Tribunal finds that any obligation to insure the Property passed to the Applicant on 3 December 2022, namely the date on which it acquired the statutory Right to Manage.

- (3) Neither the Applicant nor the leaseholders are liable to reimburse the Respondent for any insurance charges arising after this date.
- (4) The Tribunal determines that the Respondent shall pay the Applicant £114 within 28 days of this decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.
- (5) This decision makes provision for the Applicant to make a rule 13(1)(b) costs application, should the Applicant be minded to pursue such an application.

The Application

- 1. By an application dated 17 April 2025, the Applicant RTM Company 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 to the Respondent. The Applicant seeks a determination in respect of the following sums which have been demanded for insurance, namely £2,644.36 (2022), £3,396.60 (2023) and £3,496.87 (2024). The Applicant indicated that it was content for a paper determination.
- 2. 133 Blackstock Road (“the Property”) is a four-storey terraced property dating from around 1900. The building consists of a small lock-up commercial unit at the front of the ground floor, a residential flat (Flat 1) to the rear of the ground floor, a residential flat (Flat 2) on the first floor and a second and third floor maisonette (Flat 3). The commercial unit is less than 25% of the building area. On 3 December 2022, the Applicant acquired the statutory right to manage (“RTM”) pursuant to the provisions of Part 2, Chapter 1 of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”).
- 3. In its application, the Applicant complains that since the RTM Company took over management of the property, Eagerstates Ltd (“Eagerstates”), the Respondent’s managing agent, has failed to cooperate and provide handover information, leading to confusion and duplication, particularly in relation to building insurance. Eagerstates contends that the Respondent retains control of the insurance (citing the presence of a commercial unit within the building). The RTM Company has arranged its own insurance policy at significantly lower cost and with comparable or better coverage. Meanwhile, Eagerstates has continued to charge for the Respondent’s policy, creating a scenario of “dual insurance” and imposing undue financial burdens on leaseholders.
- 4. The Applicant seeks a determination that it lawfully manages and arranges the building’s insurance, and that any service charges related to overlapping or duplicative policies arranged by Eagerstates on behalf of the Respondent since its acquisition of the right to manage are not

payable or, alternatively, are not reasonable under Section 27A of the 1985 Act.

5. On 13 August 2025, the Tribunal gave Directions. The Tribunal identified a single issue to be determined, namely whether the Respondent is still entitled to undertake the insurance of the Property and to pass those costs onto the Applicant notwithstanding that the Applicant has acquired the statutory RTM. This should be determined on the papers. Should it be found that the Respondent retained the right to place the insurance for the Property and to pass the costs onto the leaseholders, further directions would be given.
6. Pursuant to these Directions, the Applicant has filed a Bundle of Documents (157 pages). This includes (i) The Applicant's Statement of Case (p.21-25); (ii) The Landlord's Response (p.26-28); and (iii) The Applicant's Reply (p.29-32).

Subsequent Developments

7. The Applicant contends that by operation of 2002 Act, the RTM Company assumed management functions under the lease on the date that it acquired the RTM. Insurance is expressly a "management function" within the meaning of section 96. Section 97(3), cited by the Respondent, merely allows the landlord to insure the Property "at his own expense." It does not entitle the landlord to recover such costs from leaseholders once the RTM has acquired management. Accordingly, the landlord may choose to maintain a parallel policy, but cannot pass the cost to leaseholders.
8. The Applicant relies upon the FTT decision in Flat 3, 64 Blackstock Road, London, N4 2DW; LON/00AU/LSC/2024/0306 (Judge O'Brien and S Johnson MRICS) dated 27 January 2025. In that case, the Respondent was also Assethold Limited.
9. The Respondent contends that where the lease requires the landlord to ensure the entire building (including commercial parts), the landlord retains the responsibility to insure. The landlord may either require the RTM Company to reimburse the landlord for the cost of insuring the residential units or it may collect the insurance directly from the leaseholders. By its statement of case provided by Mr Ronni Gurvits LLM of Eagerstates, dated 5 September 2025, the Respondent cites and relies upon the following authorities and principles said to arise from them (reproduced verbatim):

"Gala Unity Ltd v Ariadne Road RTM Co Ltd [2012] UKUT 366 (LC): Held that where a lease expressly reserves the landlord's right to insure, that right is not transferred to the RTM company.

Qdime Ltd v Bath Building (Swindon) Management Co Ltd [2014] UKUT 0261 (LC): Reaffirmed that lease terms prevail over general RTM management functions. The RTM company cannot assume functions expressly reserved to the landlord.

A1 Properties (Sunderland) Ltd v Tudor Studios RTM Company Ltd [2024] UKSC 27: Confirmed that statutory RTM rights do not override express lease provisions unless Parliament clearly intended them to.”

10. On 22 October 2025, Judge Latham sought to determine this application. He was unable to find the purported Upper Tribunal decision of *Gala Unity Ltd v Ariadne Road RTM Co Ltd* [2012] UKUT 366 (LC) on either the Upper Tribunal website or on Westlaw. He therefore directed the Respondent to email a copy of this authority, copied to the Applicant, by 16.00 on Thursday 23 October 2025.
11. The Respondent failed to comply with this Direction. On 23 October 2025, Mr Gurvits responded in these terms:

"Good afternoon,

The further citation for Gala is *Gala Unity Ltd v Ariadne Road RTM Co Ltd* [2012] EWCA Civ 1372.

The tribunal is also referred to *FirstPort Property Services Ltd v Settlers Court RTM Company Ltd & Ors* [2022] UKSC 1."

Mr Gurvits did not provide a copy of the decision on which he had relied in the Respondent's Statement of Case.

12. On 27 October 2025, Judge Latham further considered the Respondent's case, and upon researching the cited authorities identified as follows:

(i) *Gala Unity Ltd v Ariadne Road RTM Co Ltd* [2012] EWCA Civ 1372 is a decision of the Court of Appeal against a decision of the Upper Tribunal in *Gala Unity Ltd v Ariadne Road RTM Co Ltd* [2012] UKUT 425 (LC). This decision is on a completely different issue. The Upper Tribunal determined that a company is entitled to manage two sets of Property that had each been the subject of a claim notice under of the 2002 Act, as the Property was self-contained and structurally detached for the purposes of s.72(2). The right to manage also extended to the Property's appurtenant property.

(ii) Whilst the decision of *Qdime Ltd v Bath Building (Swindon) Management Co Ltd* [2014] UKUT 0261 (LC), does exist, it is not authority for the proposition asserted by the Respondent. This case did not involve the statutory right to manage. It was rather a

service charge dispute as to whether the cost of insurance against a terrorist incident is a recoverable head of expenditure under the terms of a lease.

(iii) Finally, the Respondent relies on the Supreme Court decision in *A1 Properties (Sunderland) Ltd v Tudor Studios RTM Company Ltd* [2024] UKSC 27 arguing that it "confirmed that statutory RTM rights do not override express lease provisions unless Parliament clearly intended them to". Again, the decision is not authority for the proposition stated. The Supreme Court rather upheld a ruling that the failure of a Right to Manage Company to serve a claim notice on an intermediate landlord did not invalidate the transfer of the right to manage the accommodation in question.

13. Judge Latham was concerned that the Respondent had relied on one citation which did not exist and two further decisions which were not authorities for the propositions advanced. He therefore directed the Respondent, by 16.00 on 3 November 2025, to file a witness statement, attested by a statement of truth, addressing why it sought to rely on *Gala Unity Ltd v Ariadne Road RTM Co Ltd* [2012] UKUT 366 (LC), an authority which apparently does not exist. The Respondent was further directed to provide a copy of the authority for its proposition that "where a lease expressly reserves the landlord's right to insure, that right is not transferred to the RTM company". In default, Judge Latham ordered that the Respondent would be debarred from defending this application pursuant to rule 9(3)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Rules").

The Tribunal's Determination

14. The Respondent has failed to comply with Judge Latham's Direction. The Tribunal therefore debars it from defending this application. In consequence, pursuant to rule 9(8) of the Tribunal Rules, the Tribunal is entitled to and does go on to determine this matter summarily without consideration of the Respondent's response.
15. Even had that not been the case, it would be impossible for the Tribunal to give any weight to the Respondent's submissions given its failure to provide the legal authorities in support of its submissions. Having regard to the Respondent's conduct in this matter, the Tribunal is satisfied either that such authorities do not exist, or (where they exist) they do not support the principles said to be derived from them.
16. The Tribunal therefore has no hesitation in accepting the Applicant's submission that any obligation to insure the Property passed to the Applicant on 3 December 2022, namely the date on which it acquired the statutory Right to Manage. Whilst a landlord may choose to maintain a

parallel policy, it cannot pass on this cost to leaseholders. That is the clear effect of section 96(5) of the 2002 Act.

Refund of Fees and Associated Orders

17. The Tribunal makes an order that the Respondent refunds to the Applicant the Tribunal fees that it has paid.
18. The Applicant has applied for orders under (i) section 20C of the 1985 Act so that the Applicant may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge and (ii) under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 so that the Respondent shall not be entitled to recover the cost of these proceedings against the Applicant. No such orders are appropriate as the Respondent has no ability to pass on its costs to the Respondent (or indeed any leaseholder) either through the service charge or as an administration charge. The Respondent is no longer managing the Property.
19. The Tribunal is extremely concerned that the Respondent has put material before it that is erroneous. Mr Ronni Gurvits LLM has failed to give any explanation as to how this error arose. One explanation might be the use of an AI LLM in the production of the Respondent's statement of case.
20. The Tribunal has had regard to the decision of the President of the King's Bench Division in *R (Frederick Ayinde) v Haringey LBC* [2025] EWHC 1383 (Admin). While Mr Gurvits does not represent the Respondent as a Solicitor, he is nevertheless regulated by the Solicitors Regulation Authority ("SRA") and continues to have duties in accordance with that professional code of conduct outside of specific litigation, in particular to comply with the SRA Principle 2: to act in a way that upholds public trust and confidence in the profession even if not conducting litigation in a professional capacity.
21. The Tribunal is normally a no costs jurisdiction. However, the Tribunal is satisfied that this is a case in which the Respondent should show cause why it should not be made subject to an order to pay the Applicant's costs under rule 13(1)(b), given the conduct recorded above. The Tribunal is entitled to make such an order on its own initiative pursuant to rule 13(3) of the Tribunal Rules.

RULE 13 DIRECTIONS

22. The Applicant is therefore directed to provide full particulars of any costs incurred in the making and pursuit of this application, including a schedule of the work undertaken; the time spent; and the hourly rate claimed, and the total sum sought, by **4 pm on 12 December 2025**.

23. By **4 pm on 9 January 2026**, the Respondent must provide its statement of case, signed with a statement of truth in the form of words prescribed, setting out:
- (a) Its explanation for the mis-citation of the cases concerned;
 - (b) Its explanation for the mis-identification of the principles said to derive from the cases concerned;
 - (c) The reason for its failure to provide a copy of *Gala Unity Ltd v Ariadne Road RTM Co Ltd* [2012] UKUT 366 (LC);
 - (d) The reason it failed to respond to Judge Latham’s unless order;
 - (e) An explanation for why it considered this case was distinguishable from *Flat 3, 64 Blackstock Road* LON/00AU/LSC/2024/0306 27 January 2025;
 - (f) The reasons it says that its conduct bears of a “reasonable explanation” as required in *Willow Court Management (1985) Limited v Alexander* [2016] 0290 UKUT (LC).
24. Unless the Applicant confirms that it does not seek its costs, the Tribunal will consider whether to make a rule 13 order at a hearing to take place **at 10am on 27 January 2026** at 10 Alfred Place, London WC1E 7LR. The hearing is estimated to last **2 hours**.
25. Mr Gurvits is directed that he **must** attend at the hearing (whether with or without legal representation).

Judge Robert Latham
17 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).