FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AG/LSC/2025/0927**
Property	**:**	**163B Prince of Wales Road, London NW5 3PY**
Applicant	**:**	**Mr M Tompkins**
Representative	**:**	**In person**
Respondent	**:**	**Assethold Ltd**
Representative	**:**	**Mr M James of counsel**
Type of application	**:**	**For the determination of the liability to pay service charges**
Tribunal members	**:**	**Judge R Percival** **Ms S Beckwith MRICS**
Venue and date of hearing	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**27 October 2025**

DECISION

Decisions of the tribunal

(1) The Tribunal finds that the contested service charge demands were payable.

(2) The Tribunal declined to make an order for the reimbursement the Tribunal's fees under Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, rule 13(2).

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 and a determination under paragraph 5 of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of administration charges payable by the Applicant in respect of the service charge years from 2019 to 2024.

2. How to access copies of the legislation referred to in this decision and other sources of free legal information are set out in the appendix to this decision.

The background

3. The property is a flat in a converted house.

4. The Applicant holds a long lease of the property.

The lease and relevant transactions

5. The lease, which is for a term of 125 years, was granted to the Applicant in April 2019 by the head lessee, Millcastle (PofW) Ltd, which in turn held from the freeholder, Millcastle Properties Limited. In September 2021, Millcastle (PofW) Ltd was dissolved.

6. The term "landlord" is used throughout for the head lessee, and is defined to include the person for the time being entitled to the immediate reversion of the lease. The lease makes conventional provision for a service charge. It is not necessary to set out further details in this decision.

7. In October 2019, the Respondent completed on the purchase of both head lease and freehold. The Respondent applied for registration of the head lease in January 2025.

8. The Applicant sold his leasehold interest in June 2025.

The hearing

Introductory

9. The hearing took place, with the consent of both parties, by video, using CVP. The Applicant represented himself. Mr James of counsel represented the Respondent. We are grateful to both for of them for their able submissions.

10. Both parties submitted skeleton arguments. The Tribunal asked for a copy of *RM Residential Ltd v Westacre Estates Ltd* [2024] UKUT 56 (LC), [2024] L&TR 19 to be provided to the parties. Mr Tomkins' skeleton was provided well in advance of the hearing, but Mr Tomkins only received the Respondent's skeleton argument and that case shortly before the start of the hearing.

11. The day after the hearing, Mr Tomkins submitted what he referred to as a supplementary skeleton argument, on the basis that he had had inadequate time to consider both documents. Exceptionally, we read this document, but, as will appear, it did not affect our reasoning as set out below.

The issues

12. Fundamental to the application is that the whole period to which the application relates was during the "registration gap" in relation to the transfer of the head lease to the Respondent.

13. In *RM Residential*, Judge Cooke explained (at paragraph [38]) that

> "[t]here is almost invariably a gap – known as the registration gap – between the completion of a purchase of land by the execution and delivery of a transfer, and its registration at HM Land Registry. The length of the gap will vary with HM Land Registry's workload, and with other factors such as the need to answer requisitions. But there will always be a gap, and until the purchaser's title is registered … the legal estate does not pass to the purchaser."

14. In this case, the gap was primarily caused by the failure of the Respondent to apply for registration until January 2025.

15. At the outset, we identified with the parties three issues before the Tribunal:

    (i) Whether the Respondent was entitled to demand a service charge during the registration gap;

    (ii) Whether the notices included within the demands in purported satisfaction of the requirements of sections

47 and 48 of the Landlord and Tenant Act 1987 ("the 1987 Act") were effective; and

(iii) Whether an estoppel by convention arose, such that the Applicant could not now deny the validity of the service charge demands.

16. It will be apparent that it is only necessary to consider (ii) if the Applicant is unsuccessful on (i), and that (iii) is only relevant if the Applicant is successful on either or (i) or (ii).

17. There was one possible factual dispute. The Applicant had asserted from the outset that he had not received a notice under section 3 of the 1985 Act. The Applicant added a reference to section 3A of the same Act in his "supplementary skeleton argument". Mr James' instructions were that a notice had been sent (at least, under section 3).

18. If the determination of this factual issue had been relevant, we would have found for the Applicant. He asserted the negative proposition, that no notice had been served, from the outset. Where a party is asserting that something did not happen, there is, usually, nothing more that he can say. A party asserting the contrary (as the Respondent did) will usually be able to provide documentary or witness evidence to show the contrary, that the thing had happen. The Respondent has had every opportunity to do so, and it would be easy for it to produce a copy of the notice, if one had been served.

19. However, we do not consider that it is relevant. Both section 3 and section 3A are enforced by way of a criminal offence, rather than having an effect of the validity of any other act of a landlord, except (in the case of section 3) as provided in section 3(3A). That subsection imposes concurrent liability for breaches of covenant on both purchaser and vendor of the landlord's interest in the absence of a notice. Accordingly, the presence or absence of a notice under section 3 or 3A does not affect the outcome.

Is the Respondent entitled to a service charge during the registration gap?

20. The Applicant argued principally from *159–167 Prince of Wales Road RTM Co Ltd v Assethold Ltd* [2024] EWCA Civ 1544, [2025] L&TR 8. In that case, the Court of Appeal found that the phrase "landlord under a lease" in Section 79(6) of the 2002 Act (relating to the right to manage provisions) referred exclusively to the legal landlord, not an equitable landlord. The case concerned the same house as the property in which the property is situated, and the same registration gap.

21. Mr James argued, first that the *Prince of Wales Road RTM Company* case was limited to the context of right to manage applications under the

2002 Act. Secondly, he argued that it did not make sense that service charges could only be made by the legal owner during the registration gap, when that party had no control over the management of the property, rather than the equitable owner, who did.

22. We conclude that the Respondent was required to comply with the head lessee's covenants during the registration period, and was entitled to charge the service charge.

23. We agree with Mr James that the *Prince of Wales Road RTM Company* case was concerned with the proper construction of the phrase "landlord under a lease" in Section 79(6) of the 2002 Act. It is not authority beyond that context.

24. *RM Residential*, by contrast, found that during the registration gap, it was the owner in equity of the freehold who was entitled to apply for dispensation from the consultation requirements imposed on landlords in respect of major works in the 1985 Act (sections 20 and 20ZA). In *Prince of Wales Road RTM Company*, the Court of Appeal made observations on *RM Residential*, the effect of which was to distinguish the Upper Tribunal's decision, not to over-rule it. The distinguishing features were that the leases in that case fell within Landlord and Tenant (Covenants) Act 1995; and that the legislation governing the consultation requirements (the 1985 Act) expressly extended to persons who had the right to enforce the service charge.

25. The Landlord and Tenant (Covenant) Act 1995 applies to leases entered into after 1 January 1996, and so applies to this lease.

26. The policy of the Landlord and Tenant (Covenant) Act 1995 was for there to be a clean break on the sale of the reversion, by (among other things), making the burden of all covenants which fall on the landlord to comply with, and the benefit of all covenants which fall on the tenant to comply with, pass on assignment to a new landlord (section 3). The interpretation section, section 28, provides that "'assignment' includes equitable assignment …" (we note that Woodfall's Landlord and Tenant paragraph 16.026 also cites *Wembley National Stadium v Wembley (London) Ltd* [2007] EWHC 756 (Ch) for the slightly different proposition that that is so unless the context requires otherwise).

27. From this, we take it that on assignment (a very different context than the service of notices in relation to the statutory right to manage), it is the equitable owner – in this case, of the head lease – who is bound by the landlord's covenants in the lease to repair etc, and who similarly has the benefit of the tenant's covenant to pay the service charge.

28. As the Court of Appeal noted in *Prince of Wales Road RTM Company*, the definition of "landlord" in the 1985 Act "includes any person who has

a right to enforce payment of a service charge" (section 30). In the 1987 Act, the definition section states relevantly that landlord means the immediate landlord (section 60).

Were the section 47 and section 48 notices compliant?

29. Section 47 states:

"(1) Where any written demand is given to a tenant of premises to which this Part applies, the demand must contain the following information, namely—

(a) the name and address of the landlord, and

(b) if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant.

30. Section 48 states relevantly:

"(1) A landlord of premises to which this Part applies shall by notice furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant."

31. In both cases, where the landlord does not provide the required address, service or administration charges demanded (section 47) and, in addition, rent (section 48) are not due until the failure to comply is remedied.

32. In the 1987 Act, the landlord is defined, relevantly, to mean the immediate landlord in section 60.

33. The service charge demands in issue included the address of the Respondent.

34. Mr Tomkins' argument was essentially the same as that in respect of the entitlement of the Respondent to demand a service charge. Both sections refer to "the landlord", and, he argued, after *Prince of Wales Road RTM Company*, "the landlord" meant the legal landlord, not the landlord in equity.

35. Mr James, similarly, argued the converse for the same reasons as given above.

36. In principle, it is possible that our answer to the first question is not determinative of this issue. While it is, as we have found, the owner of the relevant interest in equity which is entitled to demand a service charge, sections 47 and 48 use the unqualified term "landlord".

37. Our conclusion is that the landlord of which the address is required by both sections is the landlord who validly makes the service charge demand, and that is the equitable owner of the landlord's interest.

38. The conclusion that the Court of Appeal came to in *Prince of Wales Road RTM Company* as to the meaning of "landlord" in section 79 of the 2002 Act does not bind us as to the meaning of the term in sections 47 and 48 of the 1987 Act.

39. In construing the term in this context, it is important to bear in mind the purpose behind the sections. *In Beitov Properties Ltd v Martin* [2012] UKUT 133 (LC), [2012] L&TR 23, the Upper Tribunal (which was considering section 47) explained that it was

> "9. … clear from the wording of s.47(1) that the purpose of the requirement in (a) to provide the address (as well as the name) of the landlord is not solely for the purpose of providing the tenant with an address at or through which he can communicate with the landlord. That is clear because (b) provides that, if the landlord's address is not in England and Wales, an address in England and Wales must be given at which notices may be served on the landlord by the tenant. Thus even if the landlord's address is not in England and Wales it still has to be given (and a further address provided for the service of notices). The purpose of the requirement in s.47 to include in any demand the name and address of the landlord, in my judgment, is to enable a tenant to know who his landlord is, and a name alone may not be sufficient for this purpose. To provide an address at which the landlord can be found assists in the process of identification.
>
> 10. That this is the purpose of the requirement to provide the landlord's address is in my view clear from s.47 alone. It is, however, to be noted that s.48 makes separate provision for "Notification by landlord of address for service of notices" (as the section is headed), so that that provision carries the implication that the requirement in s.47 is not solely for the purpose of providing the tenant with an address at or through which he can communicate with the landlord but has a wider purpose."

40. Given that, in the case of section 47, the address must accompany any "demand", the purpose delineated in *Bietov* can only be served, in respect of a service charge demand, where the address is the address of the person entitled to demand the service charge. It would not make sense if a service charge demand were to be required to include the name and address of the vendor landlord, who was not subject to the repairing covenants, and did not have the benefit of the tenant's covenant to pay the service charge.

41. The same point does not apply with quite the same direct force to section 48, which is a free-standing requirement for an address for service, not one specifically linked to a written demand. But, first, it does still apply. And secondly, it is inconceivable that Parliament can have intended that during the registration gap, the word "landlord" should be interpreted to mean different things – the landlord in equity in one; the legal landlord in the other – in two contiguous sections dealing with closely related matters.

42. It was not, as we understood it, contested that the address given was, indeed, that of the Respondent.

Estoppel

43. Given our conclusions above, we do not need to consider the argument in relation to estoppel by convention.

Application for additional orders

44. As the Applicant is no longer the leaseholder, applications under both section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act are no longer relevant.

45. We did observe to the parties that any current leaseholder would be entitled to challenge a service charge relating to these proceedings. They could do so under section 27A, if it were to be contended that such a service charge could not be demanded where the right to manage had been acquired, or that the service charge was unreasonable in amount. Or they could make a free-standing application under section 20C, if they wished to argue that the Tribunal should exercise its discretion under that section. Whether factors such as the Respondent's failure to apply for registration for such a long period are relevant will be matters for the Tribunal hearing any such application.

46. Mr Tomkins orally made an application that the application and hearing fees should be reimbursed by the Respondent, under Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, rule 13(2).

47. Given the outcome of the hearing, we conclude that we should not make the order. The Respondent has been wholly successful.

Rights of appeal

48. 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 London regional office. The application should be on form RP-PTA, which is available on the Tribunal's website, or by application to the case officer.

49. The application for permission to appeal must arrive at the office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

50. If the application is not made within the 28 day time limit, the 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 these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

51. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

Name: Judge R Percival **Date:** 27 October 2025

APPENDIX: SOURCES FOR FREE LEGAL MATERIALS

Legislation

The legislation referred to in this decision may be found at:

https://www.legislation.gov.uk/ukpga/1985/70
https://www.legislation.gov.uk/ukpga/2002/15/contents
https://www.legislation.gov.uk/ukpga/1995/30/contents
https://www.legislation.gov.uk/ukpga/2002/9/contents

Case Law

The dedicated website for Upper Tribunal (UT) cases, which are binding on this Tribunal, is:

https://landschamber.decisions.tribunals.gov.uk/Aspx/Default.aspx

The search engine does not allow for free text searching. Sufficient information to use the provided search engine (such as the date of the case or the parties' names) may be available via a google search.

Alternatively, the official National Archive website is at:

https://caselaw.nationalarchives.gov.uk/

This has a better search engine, but does not contain UT decisions before 2015, and there may be gaps in its provision thereafter.

The National Archive website can also be used for finding cases in higher courts, including those referred to in UT decisions.

Alternatively, many UT decisions, and most other important cases in all courts, are available on:

https://www.bailii.org/ .

Bailii stands for British and Irish Legal Information Institute. It is a charity that has published free caselaw for many years, and has in some cases loaded up earlier case law.