



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

**Case reference** : **LON/00AU/LSC/2025/0820**

**Property** : **Ground Floor Flat 140 Drayton Park N5  
1 LX**

**Applicant** : **Mr Samir Patel**

**Representative** : **n/a**

**Respondent** : **(1) Mr Frank Hopper  
(2) Mrs Olivia Hopper**

**Representative** : **Mr Kieren Hopper**

**Type of application** : **For the determination of the liability to  
pay service charges under section 27A of  
the Landlord and Tenant Act 1985 and  
administration charges**

**Tribunal members** : **Judge N O'Brien, Mr K Ridgeway  
MRICS**

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

**Date of decision** : **21 November 2025**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal makes the determinations in relation to service charges as set out under paragraphs 16 to 18 below
- (2) The reasonable charge for the fee for completing the LPE1 form is £75.
- (3) The sum of £650 demanded by the Respondent by way of interest was an administration charge and is not payable by the Applicant.
- (4) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 and an order paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 so that none of the landlord's costs of the tribunal proceedings may be passed to the Applicant through any service charge or administration charge.
- (5) The tribunal determines that the Respondents shall pay the Applicant £330 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

## **The application**

1. The Applicant is the leasehold owner of the subject property and seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of service charges and administration charges payable by the Applicant respect of the service charge years 2016/2017 to 2022/2023.

## **The hearing**

2. The Applicant appeared in person at the hearing and the Respondents were represented by their son Mr Kieren Hopper.
3. Immediately prior to the hearing we informed Mr Kieren Hopper that his parents had not notified the tribunal that he was to represent them. Following a brief adjournment Mr and Mrs Hopper sent an email to the tribunal confirming that their son was authorised to represent them at the hearing.

## **The background**

4. The property which is the subject of this application is a ground floor flat in a terraced Victorian property which has been converted into four flats. The Respondents have retained two of the flats and two, including the

subject flat, are held on long leases which require the Respondents as landlords to provide services and the leaseholders as tenants to contribute towards their costs by way of a variable service charge.

5. Neither party requested an inspection, and the tribunal did not consider that one was necessary.
6. The parties have been in dispute regarding service charges for some years. Matters came to a head in 2024 when the Applicant was attempting to sell the subject premises. In short the Respondents would not agree to complete an LPE 1 form which the Applicant required to complete the sale until he paid the service charges which they considered were outstanding at the time. In addition they required payment of £650 which they considered represented a reasonable estimate of interest due under the lease in respect of unpaid service charges and required payment of a further sum of £650 as a fee for completing the LPE1 form. Mr Patel did pay the sum said to represent service charge arrears and interest on 31 October 2024, he says under protest. In the event the sale did not proceed.

### **The issues**

7. In the course of the hearing the Applicant and the Tribunal identified the issues which the Applicant wished us to determine as follows:
  - (i) The payability of the service charges demanded in respect of the service charge years 2016/2017 to 2022/2023, excluding 2019/2020
  - (ii) The payability and reasonableness of the sum demanded in respect of the year 2022/2023 in respect of surveyor's fees;
  - (iii) For the year 2024, two sums of £650, the first in respect of interest claimed for asserted service charge arrears, the second for an allegedly unreasonably highly priced Management Pack;
  - (i) Whether tribunal should make orders under s20C of the 1985 Act or paragraph 5A of Schedule 11 to the 2002 Act restricting the Respondent's ability to recover their legal costs of the proceedings as a service charge or administration charge;
  - (ii) Whether an order for the reimbursement of fees should be made,
8. In the course of the hearing the Applicant clarified that he did not seek to challenge any costs in respect of the service charge year 2019/2020 because no demand was sent. He accepted that the costs demanded in

respect of the service charge year 2021/2022 were reasonable and payable.

### **The Legal Framework**

9. Section 18(1) of the 1985 Act provides;

- (1) *In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -*
  - (a) *which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and*
  - (b) *the whole or part of which varies or may vary according to the relevant costs.*

Section 19(1) of the 1985 Act provides;

- (1) *Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -*
  - (a) *only to the extent that they are reasonably incurred, and*
  - (b) *where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;**and the amount payable shall be limited accordingly.*

The powers of the tribunal to determine service charges are contained in s27A of the 1985 Act which provides;

- (1) *An application may be made to the appropriate 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) *...*
- (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) *...*

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

10. Schedule 11 of the 2002 Act defines administration charges

- (1) *In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—*
- (a) *for or in connection with the grant of approvals under his lease, or applications for such approvals,*
  - (b) *for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,*
  - (c) *in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or*
  - (d) *in connection with a breach (or alleged breach) of a covenant or condition in his lease.*
- (2) *.....*
- (3) *In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—*
- (a) *specified in his lease, nor*
  - (b) *calculated in accordance with a formula specified in his lease.*

Paragraph 2 provides that variable administration charge is payable only to the extent that the amount of the charge is reasonable.

11. The powers of the tribunal in respect of administration charges are set out in paragraph 5 of Schedule 11 which provides;

- (1) *An application may be made to the appropriate tribunal for a determination whether an administration 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.*

12. There was some dispute as to whether the charges under challenge had been agreed by the Applicant. In the course of discussions regarding the LPE1 form Mrs Hopper, in a letter dated 28 October 2024 sent to the Applicant's solicitors indicated that the sum of 'approximately £650' in interest was due in respect of arrears of service charges in addition to the

service charge arrears which she said amounted to £4127. She ended the letter with the following; *‘Once this dispute is settled we should be able to turn our attention to the LPE1 form’*. Mr Patel’s solicitor responded to the letter sent by Mrs Hopper by email sent on 30 October 2024 saying that his client would agree to her figures for service charges arrears and interest if the Respondents agreed to complete and return the LPE 1 form within 3 business days. Mrs Hopper on 30 October 2024 stated that the service charge arrears stood at £3183. The Respondents neither provided nor agreed to provide the LPE1 form in three business days. The LPE1 Form is dated 14 November 2024. In our view the email of 29 October 2024 was a counter-offer, which was not accepted by the Respondent expressly or by implication. Thus there was no concluded agreement binding on the applicant as to the sum outstanding. Consequently we have jurisdiction to determine the underlying charges.

### **Service Charges 2016-2023**

13. It was not easy to discern what charges were being challenged by the Applicant or why, because the applicant did not complete the Schedule of disputed costs in the format required by the directions. He has compiled a schedule of contested service charges which is taken from a running account supplied by the Respondent in 2024 which consists in part of estimated service charges, balancing charges credit notes and ground rent. The Applicant contests his liability to pay these service charges on the grounds that the Respondent did not supply the underlying invoices and because the address included on the demands as the landlord’s address for service in purported compliance with ss.47 and 48 of the Landlord and Tenant Act 1987 was an address in the Republic of Ireland. He accepts that a UK address for service of notices was supplied by the Respondent on or about September 2022.
14. Mr Hopper accepted that his parents had not disclosed all the underlying invoices and said this is because they considered that they were not obliged to disclose invoices unless requested within 6 months of the demand or which related to costs incurred more than 6 years ago. The directions as to what had to be disclosed in this case were quite clear and required the Respondents to disclose invoices in respect of all the disputed charges. Mr Hopper accepted that the invoice for the surveyor’s fee of £1320 which appeared on the 2022/2023 accounts has not been provided but could not explain why. He told us that this fee was incurred in respect of anticipated major works which to date have not been undertaken. The Respondents accept that they did not provide a UK address for service until 2022 but submit that this defect was cured when they served written notice of a UK address for service on or about 22 September 2022. The Respondents submit that the Applicant has in any event agreed the charges he now disputes

### **The Tribunal's Decision in respect of Service Charges**

15. The effect of s.47(2) of the Landlord and Tenant Act is suspensory only. The provision expressly states that sums demanded are not due until the information is furnished by the landlord by notice. There is no need, as the Applicant submits, for the Respondent to reserve the previous demands for the sums demanded to be lawfully due once the requisite information has been supplied.
16. While we strongly disapprove of the Respondent's attitude to disclosure in this case we have considered the demands sent in respect of each of the above service charge years. They consist uniformly of demands in respect of buildings insurance, communal electricity accountancy and minor repairs. They are entirely in keeping with the sums we would expect to see expended in respect of a building of this nature and insofar as we are being asked to consider the question of reasonableness they are reasonable.
17. The one exception was the demand for the year 2022/2023 which included £396 in respect of the above surveyor's fee. The Respondents did not engage with the statutory consultation process prior to making this demand, and consequently the amount recoverable from the Applicant is capped at £250 by virtue of section 20 of the 1985 Act and regulation 6 of the Service Charges (Consultation Requirements)(England) Regulations 2003.
18. Save for that charge, we are therefore satisfied that the service charges demanded in respect of the years set out in paragraph 7(i) above were reasonable and payable.

### **Administration Charges**

19. The fee of £650 demanded by the Respondents as a fee for completing the LEP1 form is an administration charge as defined by paragraph 1(b) of Schedule 11 of the 2002 Act. It was not reasonable. The form was completed by Mrs Hopper and is included in the bundle. It is not complex. Mr Kieren Hopper confirmed that this was a fee claimed by the Respondents for their time. They are retired and not professional property managers. In our view it would be an surprisingly high fee for a professional property manager to charge for completion of this form in any event. We consider that a fee of £75 would be reasonable.
20. There was some dispute between the parties whether the tribunal had any jurisdiction in respect of interest due on service charge arrears. The Applicant submitted that the sum was challengeable as a service charge and relied on a number of cases which in fact do not concern that issue at all. The Respondents submitted that the case of *OM Property Management Ltd v Burr [2013] EWCA Civ 497* is authority for the

proposition that questions of interest due on service charge arrears are outside the tribunal's jurisdiction. It is not.

21. Although there is no authority on the point we agree with the authors of Service Charges and Management (5<sup>th</sup> ed) were they sate at paras 13.09 and 13-13 that they consider that interest on service charge arrears, chargeable under the lease as a given percentage above base rate, is a non-variable administration charge. Clause 7(5) of the Applicant's lease provides that interest is payable under on service charge arrears at 4% above Barclays Base Rate. Consequently while we cannot determine whether such charges are reasonable we can determine whether they are payable.
22. Section 47(2) of the Landlord and Tenant Act states that any amount demanded as a service charge is not due until the requisite information is supplied 'for all purposes'. In our view the arrears, whatever they may have been were not lawfully due until service of the s.48 notice referred to above. Furthermore the sum of £650 appears to have been 'plucked from the air' by the Respondents when the Applicant requested that they complete the LPE1 form without which he could not sell the property. Additionally the demand for payment was not accompanied by a statement of rights and obligations required by paragraph 3 of Schedule 11 of the 2002 Act. For all these reasons the charge was not payable by the Applicant.

### **Application under s.20C and refund of fees**

23. In the application form and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondents may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge. While the Applicant has not succeeded in all his challenges, we consider that the Respondent's conduct of these proceedings, in particular their refusal to disclose relevant documents was not reasonable. Further it is hard to discern any rational basis for the amount of money they demanded as interest and as a fee for the LPE1 form. We also make an order under paragraph 5A of schedule 11 to the 2002 Act.
24. The Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing. Having heard the submissions from the parties and taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.



**Name:** Judge N O'Brien

**Date:** 1§ 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).