



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

Case reference : **HAV/21UD/LSC/2024/0637**

Property : **Flat 2, 133 Marina, St Leonards On Sea ,
East Sussex, TN38 0BT**

Applicant : **133 Marina Limited**

Representative : **Arko Property Management**

Respondent : **1) Paul Anthony Leadley and 2) Ellen
Kirsten Svennevig**

Representative : **None**

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

Tribunal members : **R Waterhouse FRICS**

Venue : **Determination on Papers**

Date of decision : **17 July 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines the following service charge amounts are payable by the respondent for the following years;

Year ending	Amount
2019	£1359.60
2020	£3812.80
2021	£1577.40
2022	£1973.60
2023	£3130.40
2024	£1922.80
2025	£2451.20

- (2) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 nor the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

Preliminary

- (3) By directions dated 19 May 2025 of Judge Whitney, the issues were to be determined without hearing on the papers.

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 payable by the applicant in respect of past service charge years of **2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024** and the future service charge year **2024-2025**. The lessees' proportion being **£13,776.60** for years **2018-2019 to 2023-2024** inclusive and a further **£12,256.00** for the building for **2024 – 2025** which equates to **£2451.20** for the subject property, for the service charge on account for the year ending **2024-2025**.

Background

2. An application was made to the tribunal on **4 November 2024** under section 27A Landlord and Tenant Act 1985 challenging the service charge for years as noted above.
3. The applicant noted that for each year in dispute:

“The lessee has not contested any of the service charges, and continues to pay small amounts regularly, however the amounts paid are not enough to repay the debt, which increases each year, all the lessees own a share in this freehold company and so by not paying the service charges, the other lessees are having to fund this lessees share of the maintenance.”

4. The tribunal gave directions, **26 March 2025**, for a case management hearing on the **16 May 2025** to take place at Havant Justice Centre, Elmleigh Road, Havant, PO9 2AL.
5. The directions required the parties submit a position statement by **2 May 2025** setting out what is agreed and what is not agreed. The applicant submitted a position statement dated **28 April 2025**. The respondent did not submit a position statement.
6. The Case Management and Dispute Resolution Hearing took place on the **16 May 2025** and was attended by the applicant George Okines of Arko Property Management and Mr Khan a trainee Property Manager observing.
7. The respondent did not attend.
8. The tribunal in their subsequent directions of the **19 May 2025** noted they were satisfied that the respondent had sufficient notice of the hearing.
9. The tribunal issued subsequent directions noting the issue was to be determined on the papers. In the absence of an objection from the respondent and that to this effect the following were required; the respondent's case to be submitted by **30 May 2025**, second applicant's case by the **13 June 2025** and finally a reply from the respondent by **20 June 2025**. The applicant to be responsible for preparing the bundle by **27 June 2025**.
10. The tribunal directed that the parties should include written representations on applications concerning
 - Reimbursement of Tribunal fees
 - Section 20C application preventing the landlord from recovering the costs of the proceedings through the service charge
 - Para 5A Schedule 11 application preventing the landlord from recovering litigation costs from a tenant.
11. By email of 30 May 2025 and 3 June 2025 within the bundle at [66] [68] respectively there are copies of emails from the respondent to the

applicants which note their awareness of directions, and their need to make submissions to the tribunal and their desire to do so.

The Determination

12. The application requests the tribunal to make a determination for the service charge years 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-23, 2023-2024, and the budget service charge of 2024-2025.

The Lease

13. A copy of the lease for Flat 2, 133 Marina, St Leonards on Sea, East Sussex is provided in the bundle [7].

14. The relevant sections of the lease are;

Clause 3 (1) Lessee covenants to “pay the rents and charges at the time and in manner provided”

Clause 4(4) “Pay the service charges and any other charges contained herein within 14 days”

Fifth schedule of lease contains definition of service charge.

Clause 1(3) of the fifth schedule provides for “The Interim Payment”

The tenants share of expenditure is stated as “20% of maintenance charge”

The Discussion and Decision

15. The applicant submits the charges for all the service charge years, the subject of the application, are correctly incurred and reasonable in extent. The respondent has not offered any evidence to challenge and by email dated 30 May 2025 sent to George Okines of Arko Property Management, Paul Leadley, the co-leaseholder states “Just to clarify, there is nothing we’ve disputing and want to pay as promptly as possible.”
16. Each service charge year is considered in turn below taken from the Scott Schedule, in the case of the year ending 2025 the details are taken from the Proposed 2025 Budget [129]

Service charge year 2018-2019

17. The applicant requests the tribunal to make a determination of the reasonableness of the items in the service charge year of 2018-2019.

Item	Amount	Respondent's 20%
Accountant fees	£300	
Insurance	£1077	
D&O Insurance	£256	
Electricity	£147	
Management Fee	£1308	
Company Secretary	£240	
Bank Charges	£10	
Reserve fund	£2000	
Fire Alarm Maintenance	£819	
Emergency Lighting Testing	£40	
Repairs and Maintenance	£429	
Cleaning	£172	
Total	£6798	£1359.60

18. The tribunal determines in the absence of any contrary evidence **£1359.60** is payable by the respondent for the service charge year ending **2019**.

Service charge year 2019-2020

19. The applicant requests the tribunal to make a determination of the reasonableness of the items in the service charge year 2019-2020.

Item	Amount	Respondent's 20%
Accountant fees	£300	
Insurance	£1104	
Insurance valuation	£150	
Electricity	£137	
Management Fee	£1398	
Company secretary	£253	
Bank charges	£7	
Reserve Fund	£2000	
Fire Alarm Maintenance	£860	

Emergency Light Testing	£240	
Electrical works	£245	
Repairs and Maintenance	£1241	
Major works	£11129	
Total	£19064	£3812.80

20. The service charge year contains a sum for major works. The applicant has provided evidence of a section 20 consultation process in respect of the “major works”. The tribunal determines in the absence of any contrary evidence **£3812.80** is payable by the respondent for the service charge year ending **2020**.

Service charge year 2020-2021

21. The applicant requests the tribunal to make a determination of the reasonableness of the items in the service charge year 2020-2021.

Item	Amount	Respondent's 20%
Accountant fees	£300	
Insurance	£1206	
Insurance valuation	£252	
Electricity	£153	
Management Fee	£1500	
Company secretary	£240	
Bank charges	£12	
Reserve Fund	£2000	
Fire Alarm maintenance	£970	
Emergency Light Testing	£250	
Repairs and Maintenance	£216	
Cleaning	£130	
Health and Safety	£84	
Major Works	£574	
Total	£7887	£1577.40

22. The tribunal determines in the absence of any contrary evidence **£1577.40** is payable by the respondent for the service charge year ending **2021**.

Service charge year 2021-2022

23. The applicant requests the tribunal to make a determination of the reasonableness of the items in the service charge year 2021-2022.

Item	Amount	Respondent's 20%
Accountant fees	£300	
Building Insurance	£1296	
Directors Insurance	£225	
Communal Electricity	£148	
Management Fee	£1560	
Company secretary	£240	
Bank charges	£12	
Reserve Fund	£2000	
Fire Alarm	£1356	
Emergency Light Testing	£287	
Repairs and Maintenance	£1114	
Cleaning	£130	
Health and Safety	£1200	
Total	£9868	£1973.60

24. The tribunal determines in the absence of any contrary evidence **£1973.60** is payable by the respondent for the service charge year ending **2022**.

Service Charge Year 2022-2023

25. The applicant requests the tribunal to make a determination of the reasonableness of the items in the service charge year 2022-2023.

Item	Amount	Respondent's 20%
Accountant fees	£300	
Building Insurance	£1524	
Insurance revaluation	£194	
Directors Insurance	£285	
Communal Electricity	£222	
Management Fee	£1680	
Company secretary	£240	
Bank charges	£12	
Reserve Fund	£2000	
Fire alarm maintenance	£1468	
Emergency Light Testing	£372	
Repairs and Maintenance	£1365	
Health and Safety	-£1200	
Major works	£6740	
TV aerial	£450	
Total	£15652	£3130.40

26. The tribunal determines in the absence of any contrary evidence **£3130.40** is payable by the respondent for the service charge year ending **2023**.

Service charge Year 2023-2024

27. The applicant requests the tribunal to make a determination of the reasonableness of the items in the service charge year 2023-2024.

Item	Amount	Respondent's 20%
Accountant fees	£300	
Building Insurance	£1842	
Insurance valuation	£0	
Directors Insurance	£242	

Communal Electricity	£388	
Management Fee	£1800	
Companies House	£240	
Bank charges	£12	
Reserve Fund Provision	£2000	
Fire Alarm Maintenance	£1154	
Emergency Light Testing	£372	
Repairs and Maintenance	£1138	
Health and Safety	£126	
Total	£9614	£1922.80

28. The tribunal determines in the absence of any contrary evidence **£1922.80** is payable by the respondent for the service charge year ending **2024**.

Service charge year budget 2024-2025

29. The applicant requests the tribunal to make a determination of the reasonableness of the items in the service charge year 2024-2025 as set out at [129]

Item	Amount	Respondent's 20%
Fire Alarm Maintenance and Testing	£1200	
Cleaning	£150	
Emergency Lighting Testing	£370	
General Repairs and Maintenance	£1250	
Electrical Installation Condition Report and Remedials	£1000	

Fire Door Inspection and Remedials	£1008	
Asbestos Survey	£350.00	
Electric	£400.00	
Management Fees	£1908	
Accountancy fees	£300	
Company Administration fees	£300	
Insurance	£1700	
Directors and Officers Insurance	£300	
Contributions transferred to reserve fund	£2000	
Bank fees	£25	
Total	£12256.00	£2451.20

30. The tribunal determines in the absence of any contrary evidence **£2451.20** is payable by the respondent for the service charge year ending **2025**.

Application under s.20C, para 5A Schedule 11 and refund of fees

31. In the application form and at the hearing, the applicant being the landlord did not make an application for section 20C nor paragraph 5A Schedule 11. Nor did they apply for reimbursement of their fees. The applicant did submit in their statement of case that they would object to any request by the respondent in respect of these items. The respondent has made no such request and as such the tribunal does not need to consider whether such an order be made. The tribunal therefore makes no order under section 20C, paragraph 5A schedule 11 or for the reimbursement of the applicant's fees.

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).