



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

Case Reference : **HAV/00HR/LSC/2025/0644**

Property : **Atlantic House Ayton Drive,
Portland, Dorset**

Applicant : **Gareth Fletcher & Others¹**

Respondent : **Fulca Limited**

Representative : **Comer Property Management**

Type of Application : **s.27A, LTA85**

Tribunal Members : **Judge Dovar
Mr Cliffe-Roberts
Ms Wong**

**Date and venue of
Hearing** : **6th November 2025, Remote**

Date of Decision : **1st December 2025**

DECISION

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¹ As per the list at the end of this Decision

1. This an application dated 10th March 2025, for the determination of the payability of service charges for the year ending 2024.
2. The subject property is a conversion of an ex-navy accommodation block. It was converted by the Comer Homes Group and comprises 208 flats, which range from 1 to 4 bedrooms. The Respondent Landlord, Fulca Limited, is part of the Comer Homes Group, who also provide the managing agent services through Comer Property Management Limited.
3. By the time of the hearing a number of the items in dispute had been withdrawn. Those items comprised: Accountancy fees of £4,140, which the Respondent had agreed to withdraw; call centre charges of £144.28; work to doors of £2,991; costs of an application to building safety fund of £14,312, which the Respondent had agreed to withdraw; engineering insurance of £2,180.62; pool running costs of £17,475 as the Respondent confirmed that they had already credited this sum; and garden services of £1,600, in respect of which there was initially some confusion over whether the correct credit note had been provided, but the parties ultimately confirmed that it had and so was no longer in issue.
4. That left the following items in dispute.

External works for a bicycle shed, £26,640 (plus planning fee of £280.27).

5. The challenge to this item was on two grounds: firstly that it was not necessary and did not fall within what was recoverable under the lease;

secondly that the costs exceeded the limit under s.20 of the Landlord and Tenant Act 1985, and yet there had been no consultation.

6. The Respondent contended that the construction of the bicycle shed was part of good estate management given that it replaced an old building that was on the point of collapse. They relied on clause 5.1.2 of the lease which permitted the provision of (and therefore cost recovery of) additional services at its discretion, acting in accordance with good estate management principles. The Respondent also contended that the total cost per flat was below the s.20 threshold as the Applicant had misidentified invoices as relating to this work, when they did not.
7. We agree with the Respondent on both points. The provision of a bicycle shed is a service that is part of good estate management, particularly when it replaces a dilapidated building. Having considered the queried invoices, we also agree that the total cost was below the s.20 threshold and therefore this sum is allowed in full. However, the total sum for this item is **£19,242**, which is allowed, not the sum advanced by the Applicants.

Entryphone costs, £28,000

8. This sum relates to an infrastructure rental and maintenance contract. It covers, the door entry system for the flats, the car barrier, the CCTV and the aerial system for the facilities in the flats.
9. The Applicants contend that this item had already been disallowed by a previous Tribunal determination. That was the case, in that the item had

been disallowed for a previous years service charge, but that was on the basis that no signed contract had been produced by the Respondent and the previous Tribunal thought that was enough to disallow the item.

10. The Respondent produced a signed contract this time. It was with a company called Megadene Limited; which was part of the Comer Group. The Applicants contended that when they purchased their flats in 2015, this infrastructure was already in situ and that it was part of their purchase. It was not expressly excluded from their purchase. Whilst they accepted the maintenance element of the contract, they rejected the hire purchase.
11. The sample lease provided to the Tribunal included within the demise all conduits which are laid in any part of the Estate and serve exclusively the property demised, as well as all fixtures and fittings in or about the flat and not expressly excluded. There were no express exclusions of any of the items in question.
12. Whilst the Tribunal could accept that maintenance of this system could form a legitimate cost, the Tribunal considered that the Applicants were being rented items that were already part of their demise. Further to the extent that other items included in this contract were hard wired into the estate as a whole, there was a natural expectation when they purchased their apartments, that those items had fallen as part of the cost of the development, which indirectly was covered by their premium. The fact that this contract is with a company associated with the Respondent landlord is another matter that gives some cause for concern that items

which parties would naturally expect to form part of the development of their flats or the estate and therefore already paid for, were being rented from an associated company to their landlord.

13. Therefore we do not consider that the cost of rental of items that were already included within the purchase of the apartment leases has been reasonably incurred and we disallow that sum. The Respondent has not provided any breakdown of the cost of maintenance for these items, which we accept would be a legitimate charge. Without such evidence, the Tribunal has to take a pragmatic approach and assess what a reasonable cost for a yearly maintenance of these items would be and considers that **£8,000 per annum** is the amount that will be allowed for the maintenance on this contract.

Building safety manager, £5,128.02

14. This was the cost of compliance with the requirements imposed on higher risk buildings by the Building Safety Act 2022. That included registering the building with the Building Safety Regulator and complying with various duties imposed by the Act.
15. The Applicants contended that this cost should fall within management contract between the landlord and the managing agent. They pointed to the part of the management contract dated 1st April 2025 which included under the services to be provided ‘advise the client where necessary to facilitate the client’s compliance with his obligations in any lease, tenancy agreement or transfer granted in respect of the property or any Plot and/or parking space.’

16. However, the annexe to that contract set out services that were not covered, that included 'advising on safety or health, carrying out health and safety risk assessments.'
17. In the Tribunal's view the work undertaken on this invoice fell within the latter exclusion and so was not covered by the management fee and was therefore recoverable.

Electricity, £1,948.11

18. The Applicants challenged this electricity invoice on the basis that it was for electricity consumed between 1st November 2019 and 30th December 2019 and had only been allocated to the year end 2024. It was said to therefore fall foul of s.20B of the Landlord and Tenant Act 1985, which only allows recovery of costs if they are demanded within 18 months of being incurred.
19. The Respondent accepted it was late, but said that it was not received until they changed suppliers. There was some confusion though as to whether it might have been received timeously and whether it was simply overlooked at the time. It was said that invoices are passed onto the managing agent by another firm and this might have been missed.
20. The Tribunal considers that this was demanded in around 2019 and it is too late to make a demand for these costs now. The sum is therefore disallowed.

Site costs, pressure washer, £834

21. Finally, the Applicants say there are too many pressure washers on site. The Respondent says they are all needed. The Tribunal is not persuaded that there are too many for this estate, this cost is allowed.

SECTION 20C – PARA 5A

22. The Respondent said the only fees they would charge for this application would be for the attendance of Sinead Lisibach from the managing agents and there were no legal fees incurred. We were not given a figure for Ms Lisibach's attendance, but if it is recoverable through the terms of the lease, then we consider that in light of our determination on what service charges were payable, we will only allow half of that sum to be put through the service charge and none will be levied as an administration charge.

List of Applicants

Members of Atlantic House Leaseholders Association:-

Lewis James Flat 18, Richard Payne Flat 36, Simon & Belind Hurd Flat 49, Timothy Clarke Flat 52,
Clive Bishop Flat 53, Anne Osborn Flat 65, Julian & Joanne Potter Flat 66, Paul Chesney Flat 67,
Graham Crawshaw Flat 69, Justine Duffy Flat 72, Kim Birnie Flat 77, Matthew Daphine Witchchurch Flat 79,
Carole Brarkley Flat 82, Dean Senior Flat 83, Dave Robson Flat 94, Stuart Wyatt Flat 96,
Nicholas Barber Flat 98, Martin Bland Flat 102, Graham Potts Flat 104, Chris & Ann Cullen Flat 105,
Shaun Tanner Flat 107, John Nagiel Flat 116, Malcolm Griffiths Flat 133, Dorothy Aitken Flat 135,
Ally & John Macleese Flat 146, Luke Hermes Flat 148, Vaughan AsAshby Flat 162,
Paul & Alison Williams Flat 167, Gareth Hamilton-Fletcher Flat 185, Patrica Day Flat 190,
Jane Furlong Flat 199..

Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk .

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.

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.

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.