



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

Case Reference : HAV/00ML/LSC/2025/0683

Property : 199, New Church Road Hove BN3 4ED

Applicant : Martin White

Representative :

Respondent : Sarah Brindley

Representative :

Type of Application : Application for a determination of liability to pay and reasonableness of service charges
Section 27A of the Landlord and Tenant Act 1985

Tribunal Member(s) : Deputy Regional Judge Skinner

Date of Decision : 10 November 2025

DECISION

DECISION

- a. The Tribunal finds that under Section 27(A) Landlord and Tenant Act 1985 that the Respondent is not liable to pay 50% of the Insurance Premium to the Applicant as claimed by the Applicant as no provision is made under the lease for such a charge to be made.**
- b. The Tribunal finds that under Section 27(A) Landlord and Tenant Act 1985 that the Respondent is liable to pay the Applicant 50% of the Management Fees as claimed by the Applicant and that amount is £82.65.**
- c. The Tribunal orders that the Respondent is liable to pay the Applicant the Application Fee of £114.**

REASONS

Background

1. The Applicant is the freehold owner of 199, New Church Road Hove BN3 4ED which is registered at HM Land Registry under title number ESX152310. The property is described as a semi-detached Edwardian property built circa 1912 and is of brick and tile construction. It was converted in 1970 into two flats, a First Floor Flat (with access to a rear garden) and a Ground Floor Flat (with access to a front garden & rear patio), each flat having 2 bedrooms.
2. The Respondent is the current leaseholder of the First Floor Flat. The original lease being granted on 8th May 1970 (“the Lease”) with the Respondent acquiring the leasehold interest on 19th December 1995 which is registered at HM Land Registry under title number SX122894.
3. The Applicant seeks an order that the Respondent is liable for payment of £520.28 which comprises 50% of an Insurance premium of £875.26 and a Management fee of £165.30 for the year 2024-2025, which is claimed as payable under the terms of the Lease.
4. The Tribunal issued directions on 24 July 2025 and the matter was listed for a case management hearing on 1 October 2025 to consider what further directions were required.
5. The case management hearing took place remotely. The Applicant attended accompanied by Ms Morgan. There was no attendance by the Respondent. The Tribunal was satisfied that the Respondent was aware of the hearing finding that the Respondent had complied with the directions listing the hearing and had been sent the link and joining instructions.

6. The Tribunal confirmed with the Applicant that all the information the Applicant wished the Tribunal to consider had been provided and that the Applicant was seeking a determination of the service charges and an order that he be reimbursed the tribunal fee paid. The Applicant confirmed they were content for the matter to be determined on the papers and that no objection to a paper determination had been received from the Respondent.
7. The Tribunal was therefore content that the matter was suitable for determination on the papers alone without an oral hearing.
8. On 10th October following a preliminary review of the bundle supplied by the Applicant, the Tribunal made a further Directions Order directing the parties to provide comment or evidence around the recoverability of the service charges being claimed under the contractual provisions contained within the Lease. The Directions Order was clear that only submissions or evidence on that specific point would be considered further.
9. On 16th October 2025, the Tribunal received an email from the Respondent. The email was not copied to the Applicant. The content of the email and its attachments contained no submissions or evidence related to the single issue covered by the Directions Order of 10th October 2025. The Tribunal has therefore disregarded the content of that email and the attachments submitted given there was no permission for the Respondent to provide any updating evidence or information, nor was that email copied to the Applicant to allow for any response.
10. The Tribunal received further submissions from the Applicant on 20th October 2025 set out within a Form Order 1 which was also copied to the Respondent. The Tribunal has reviewed those submissions and considered the same as part of this written decision.
11. As set out at Paragraph 3 above, the only issue for determination by the Tribunal is the liability to pay the service charges being claimed for. The Applicant is seeking a determination that the Respondent is liable for 50% of the following charges incurred in the 2024 - 2025 service charge year:
 - Insurance Premium - £875.26
 - Management Fees - £165.30
12. The total for the above charges is £1,040.56. The Applicant is seeking a determination that the Respondent is liable to pay 50% of that amount, which equates to £520.28. This is broken down into £437.63 in respect of 50% of the insurance premium and £82.65 in respect of the 50% of the management fees.

The Law

13. Section 27A of the Landlord and Tenant Act 1985 reads as follows:

27A - Liability to pay service charges: jurisdiction

(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.*

Determination

14. The Tribunal was provided with a bundle of 213 pages for determination of the matter. Following the Directions Order of 10th October 2025, the Tribunal has also been provided with 3 further pages of submissions from the Applicant on Form Order 1 which had been copied to the Respondent. The Tribunal has carefully considered all the information within the bundle of documents and Form Order 1 in making its determination.
15. The Application is straight forward. The Applicant is seeking a determination on the liability for the Respondent to pay the service charges set out within the Application as broken down at paragraph 10 above. The Applicant provided a copy of the Lease and associated title documentation, a copy of the insurance policy and cover documents and a breakdown of the management fees being claimed.
16. The Applicant set out carefully within his position statement dated 10 August 2025, his concise reply dated 27 August 2025 and submission made on Form Order 1 dated 20th October 2025 the basis upon which the Applicant believed the service charges were due under the lease and the basis upon which they claimed the Respondent was liable to pay the same. The reply also carefully set out responses to all issues raised by the Respondent within her position statement dated 15 August 2025.
17. The Respondents position statement dated 15 August 2025 raised various arguments and disputes over the insurance premium and the management fees. The Tribunal found that many of these arguments were not relevant to the Application nor were they supported by any evidence beyond a bare assertion which on every occasion the Applicant sets out a clear response to in his reply.
18. The arguments raised often focused on issues surrounding what are clearly long-standing disputes between the parties over the way in which the Lease is managed by the Applicant and arguments over both parties' compliance with the terms and obligations within the Lease. The history of litigation between the parties being referred to at regular places within the bundle confirming this to be an on-going and long standing position between the parties.

19. The Tribunal carefully considered the Respondents statement of case and the submissions contained therein. In reviewing the Respondents position statement, a substantial part of the statement raises issues and arguments that are not to be determined by the Tribunal under this application.
20. The Tribunal finds that there is no evidence to suggest that the Applicant has received any commission from the process of procuring the insurance policy and the Respondents bare allegation that a commission has been received and not declared has not been made out. There is no evidence before the Tribunal to make such a finding. In fact, evidence within the bundle (125-126) shows a letter from Lansdowne Insurance (the broker) confirming they receive a commission from the insurer.
21. The Tribunal also finds no evidence that the premium paid has been affected by any previous or existing claims against this or any other policy. The bare allegation made by the Respondent is again made without any supporting evidence. There is nothing within the insurance policy documentation or associated paperwork to suggest an increase in premium costs.
22. The Respondent claims that under previous Tribunal proceedings the Applicant was capped to claiming a maximum of £200 for management fees. The Applicant rejects that argument and a copy of a previous Tribunal Decision CHI/00ML/2019/0063 has been provided to clarify the previous comments of the Tribunal.
23. The Tribunal reviewed the decision carefully and agrees with the Applicant. The decision was specific to the matter before that Tribunal. The Tribunal in that matter carefully considered at para 31 of the Decision what an appropriate management fee would be in relation to the application before it at the time. The Tribunal did not attempt to bind future Tribunals to a set cap to be applied to any future claim for management fees. The Tribunal rejects the Respondents argument that any cap for management fees exists.
24. In any event, the Respondents claim that the Applicant should be restricted to charging no more than £200 per year in management fees appears not to be engaged regardless. The total claimed by the Applicant for the year being under this proposed threshold.
25. The Tribunal did not identify any other arguments within the Respondents Statement of Case that were relevant to the issue of liability for the service charges claimed for within the application and therefore makes no findings on those points.
26. The Tribunal considered the Lease and the terms applicable to charging for the services claimed in the application, namely the insurance premium and management fees. The Tribunal also considered the representations made by the Applicant within Form Order 1.

27. The Tribunal identified the relevant lease provisions. Clauses 4(ii)(a) sets out the obligation on the Lessee to pay 50% of the charges incurred by the Lessor in complying with the covenants set out in clause 6(d) of the Lease. This clause is found at page 37 of the bundle and reads as follows:
- (ii) (a) To pay and contribute by way of further or additional rent in manner hereafter provided in this clause of one-half of all moneys expended by the Liquidator in complying with the covenants in relation to the Property as set forth in Clause 6 (d) hereof*
28. Clause 4(ii)(b) then sets out the requirement to make the payments referred to under 4(ii)(a) on the 25th March and 25th September of each relevant year. This clause again refers to the payments being made in regard to the Lessor performing the obligations set out under Clause 6(d) of the Lease. This clause is found at page 38 of the bundle.
29. Clause 6(d) sets out the services to be provided and the obligations placed upon the Lessor to perform subject to the Lessee's payments under Clause 4(ii)(a). This is found at pages 40 to 42 of the bundle.
30. Clause 6(d) contains no reference to insurance costs. There is an absence of any reference to insurance costs forming part of services that can be recharged under the lease. This is not surprising as Clause 6(b) at page 40 of the bundle makes express provision around the requirement for insuring the property.
31. Clause 6(b) places an obligation on the Lessor to insure and keep insured the whole of the property along with other requirements around the provision of insurance. However, the clause makes no provision to recharge any element of that insurance cost and sits entirely with the Lessor. There is no reference to insurance or clause 6(b) within the services referenced at clause 6(d).
32. Upon reviewing the Lease, the Tribunal noted that the services outlined in Clause 6(d) are referred to at various other points within the Lease such as clause 4(c)(b) and para 2 of the Third Schedule.
33. The Tribunal finds that as a result of the way the Lease is drafted, there is no provision within the Lease that allows the Applicant to pass on the costs of insuring the property in accordance with Clause 6(b) of the Lease.
34. The Tribunal considered if there had been a simple drafting error or omission however could not find that to be the case where there had been multiple references to compliance specifically with the obligations set out in Clause 6(d) only. The Tribunal concluding that the intention of the draftsman must have been to separate out the cost of insurance to be the sole responsibility of the Lessor and that only the specific services set out in clause 6(d) being capable of being passed on as service charges.

35. The Tribunal is aware that a previous determination of the Tribunal (CHI/00ML/2019/0063) referred to at pages 184 to 211 of the bundle previously allowed insurance costs to be passed onto the Lessee under the Lease. Paragraph 32 of the decision sets out the Tribunal's finding over the same.
36. The Tribunal has carefully reviewed that previous decision and cannot see that the Tribunal was directed to interpret the lease terms nor is it clear on what basis that decision was reached. Whilst it is clearly unsatisfactory to have conflicting decisions from the Tribunal, it is the finding of this Tribunal that the Lease simply does not allow for recovery of the insurance costs as per the reasoning set out above in paragraphs 26 to 33 of this decision.
37. Clause 6(d)(iv) of the Lease does include provision for the recovery of management costs. There is direct reference to recovering costs incurred relating to "performance of the covenants" and "proper management of the property". There is also provision at Clause 6(d)(v) for the recovery of charges associated with keeping and preparing a book of accounts in relation to the costs incurred.
38. The Tribunal finds that the Applicant has incurred charges under Clauses 6(d)(iv) and (v) which amount to the management fees. These fees have been carefully set out and detailed within the Applicants Statement of Case and a methodology set out over how those costs have been arrived at.
39. A breakdown of these fees are set out at pages 181 to 183 of the bundle. They detail 29.18 hours of work over the service charges year. The Applicant then apportions a fee of £165.30 for that work. It equates to an hourly rate of £5.67 per hour for the work carried out.
40. The hourly rate claimed for the work carried out is well below the rate that would be claimed by a professional agent carrying out the management work under the Lease. The breakdown demonstrates the time taken and the total fee being claimed for that time is not unreasonable in the circumstances.
41. The Tribunal has carefully considered the breakdown provided and finds that the management fees being claimed for are recoverable under the terms of the Lease and that the amount being claimed is reasonable. The Tribunal finds the Respondent is liable to pay 50% of the total amount of management fees claimed, that being £82.65.
42. Finally, the Applicant has applied for an order that the Respondent pay the Applicant the application fee of £114. Rule 13(2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 reads as follows:

13 (2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any

fee paid by the other party which has not been remitted by the Lord Chancellor.

43. The Respondent has not made any submissions or representations over the Applicants request for this order despite having the opportunity to do so.
44. The Tribunal has carefully considered the request and the outcome of the application. The Applicant has been unsuccessful in seeking a declaration that the Respondent is liable for 50% of the insurance premium paid. However the Applicant has been successful in seeking a declaration that the Respondent is liable for 50% of the management fees.
45. The Tribunal notes that the reason for the Respondent not being required to pay the insurance premium is not related to any submission or representation made by the Respondent. The Applicant's failure is due to how the Tribunal has interpreted the Lease and is counter to a previous Tribunal finding on this point.
46. The Applicant has been wholly successful on the application to recover 50% of the management fees and this success is based largely on the Applicants correct interpretation of the Lease, correctly demanding the charges and those charges being reasonable.
47. The Tribunal is mindful of the way the Respondent has conducted the matter and in light of previous findings by the Tribunal should have been aware of the likelihood that such management fees would be recoverable unless the amount claimed was unreasonable or had not been correctly demanded.
48. The Tribunal on balance finds the Applicant has been partly successful in the application and for the reasons set out above finds it is reasonable to make an order that the Respondent shall reimburse the Applicant the application fee of £114.

RIGHTS OF APPEAL

49. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk
49. 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.
50. 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.

51. 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.