



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

Case Reference	: LON/OOBF/LSC/2024/0825
Property	: 1 Angel Hill Court, Angel Hill, Sutton, Surrey, SM1 3EE
Applicant	: Angel Hill Court Management Company Limited (landlord)
Representative	: Theresa Huswitt, HMF Property Co Ltd (managing agent)
Respondent	: Loredana Handrabur (tenant)
Representative	: In person
Type of Application	: Liability to pay service charges under s.27A Landlord and Tenant Act 1985
Tribunal Members	: Judge Mark Loveday David Ashby FRICS Carolyn Barton MRICS
Date and venue of hearing	: 31 October 2025 First Tier Tribunal (Property Chamber) London Region, 10 Alfred Place, London, WC1E 7LR
Date of Decision	: 6 November 2025

DETERMINATION

Introduction

1. This is an application under s.27A Landlord and Tenant Act 1985 (“LTA 1985”) for determination of liability to pay service charges.

Background

2. The matter relates to 1 Angel Hill Court, Angel Hill, Sutton, Surrey, SM1 3EE, which is a ground floor flat in a purpose-built block of 6 similarly sized flats.
3. By a lease dated 1 October 1979, the flat was demised to the Respondent’s predecessor in title for a term of 99-years from 1 October 1971. The Applicant suggested the 1979 Lease was subsequently extended on 20 July 2001 for a term of 999 years from 19 December 1997 on the same terms in the original Lease. The Tribunal was not shown a copy of the Deed of Variation, apparently dated 20 July 2001. But for present purposes the Tribunal assumes the terms of the 1971 lease apply.
4. The 1971 Lease includes a service charge provision at clause 2(2):

“(2) to pay and contribute to the Lessor a proportionate part (to be determined according to the proportion which the rateable value of the Flat at the date hereof bears to the aggregate rateable values of the flats comprised in the said Buildings) of:-

 - (i) The cost of insuring and keeping insured throughout the term hereby created the said Buildings against loss or damage by fire storm and tempest and (if possible) aircraft and explosion and such other risks normally covered under a comprehensive insurance as the Lessor shall determine
 - (ii) the water rate assessed on the said Buildings (so long as the Flat shall not be separately assessed)
 - (iii) the cost of maintaining repairing redecorating and renewing:
 - (a) the structure of the said Buildings including the main drains
 - (b) foundations chimney stacks gutters and rainwater pipes the gas and water pipes electric cables and wires in under or upon the said Buildings

- (c) the entrance drive pathways entrance hall staircases and landings of the said Buildings including the cleaning and limiting thereof and of the carpeting or other covering of the entrance hall staircases and landings
- (iv) the cost of keeping the grounds of the said Buildings in good order and condition so long as the same shall remain as grounds
- (v) the fees of the Lessor's Managing Agents for the collection of the rents of the flats in the said Buildings and for the general management thereof

Such contributions shall be ascertained at the end of each quarter and shall be paid on the quarter day next following for payment of rents as aforesaid”

5. The Applicant is a lessee-owned freehold company which retains the agents HMF Property Co Ltd to manage the property. HMF has (on instructions) operated a conventional service charge regime. At the start of each year, the agents prepare a budget and demand payment of an interim service charge. At year end, they prepare service charge accounts and financial statements for the company. The agents then claim any excess of expenditure over the interim service charges by way of a balancing charge or apply a credit to the relevant service charge account in the event the actual costs are less than the interim charges. The agents have applied an apportionment of 1/6 to the Applicant's relevant costs to arrive at the service charges for each flat and they operate a service charge year ending 31 December in each year.
6. On 6 January 2025, the Applicant issued a County Court claim seeking payment of £6,266.13 together with costs. The £6,266.13 comprised £3,286.57 service charges, £311.96 interest and £2,667.60 costs. On 27 January 2025, the Respondent filed a letter with the County Court, which the Court treated as a Defence. On 28 January 2025, the claim was allocated to the small claims track, and on 14 May 2025, DJ Rowland transferred the issues of payability to the tribunal for determination under para 3(1)(a) of Sch.12 to the Commonhold and Leasehold Reform Act 2002. Directions were given by Tribunal Judge Martynski on 4 June 2025. This required

the Respondent to file a summary of her case in the form of a Scott Schedule, and the matter was transferred to the Tribunal's Southern Regional panel. On 25 July 2025, the Respondent filed a 14-page statement of case, albeit not in Scott Schedule form. The Applicant filed a response to this. This response included a Scott Schedule which attempted to digest the Respondent's arguments and reply to them. The Applicant further filed a witness statement from Carole McDonagh of HNF Property, although in the event Ms McDonagh did not attend the hearing to give evidence.

7. A hearing took place at the London Regional office on 31 October 2025. The Applicant was represented by Ms Theresa Huswitt from HNF property. The Respondent appeared in person. The Tribunal is grateful to Ms Huswitt and the Respondent for their helpful and economical submissions.
8. At the conclusion of the hearing, the Tribunal gave its decision orally in accordance with Rule 36(1) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. It indicated that the service charges of £3,286.57 were payable. The Tribunal judge then dealt with orders consequential upon the Tribunal's determination. The note attached to this decision covers these consequential orders.
9. These are the reasons for the Tribunal's decision in relation to liability to pay service charges.

Preliminary matter: contractual liability

10. On reading the papers, the Tribunal identified a potential issue as to whether the charges were recoverable under the terms of the lease:
 - (1) The first part of clause 2(2) is an apportionment formula. The Applicant must apportion the relevant costs incurred in relation to the block by reference to a fraction. The numerator of that fraction is the rateable value of the flat on 1 October 1971, and the denominator is the rateable value of all the flats in the building. Since the formula depends on rateable values in 1971,

the apportionment of costs to each flat was not affected by the abolition of domestic rates in 1990. But it was not immediately clear that the agents had turned their minds to rateable values when apportioning the costs to the Respondent's flat.

(2) It was clear that service charges were payable on the usual quarter days in each year (25 March, 24 June, 29 September and 25 December) by reference to costs incurred in the quarter ending on the previous quarter day. This approach was plainly not followed in the case of the Respondent's service charges. Instead, the agents adopted the usual 'best practice' of annual budgets and annual accounting with a yearly balancing exercise. This was self-evidently not the contractual approach set out in the lease.

(3) Several of the relevant costs identified in the service charge reconciliation statements did not obviously fall within any of the heads of cost permitted set out in sub-clauses 2.2(i) to (v). For example, the 2024 costs included a sinking fund of £814.98 and bank charges of £38.

11. The Applicant was asked about these points. Ms Huswitt explained that the apportionment of 1/6 had always been applied. Since the flats were of a broadly similar size, it was likely that rateable values in 1971 would have been the same for each flat. In other words, a 1/6 apportionment *prima facie* followed the lease terms. As to the requirement for quarterly service charge accounting, this approach had not been followed for very many years. Similarly the relevant costs set out in the 2024 service charge reconciliation statements included items which had been part of the service charges for a very long time. She explained that when HNF took over management in around 1997, the agents suggested the leases should be modernised. But the Applicant and the lessees had decided not to incur the extra cost of preparing Deeds of Variation.

12. The Respondent accepted she had not raised the issue of contractual recoverability in her statement of case. But when pressed by the Tribunal, she said she wished to take the point.

13. The Tribunal's decision. The Tribunal is entitled, in some circumstances, to raise issues not expressly raised by either party. But such cases are rare. The case law was comprehensively and very recently considered by the Upper Tribunal (Lands Chamber) in *Sovereign Network Homes (formerly Network Homes Ltd) v Hakobyan and others* [2025] UKUT 115 (LC); [2025] 1 W.L.R. 378 §99-121. The Tribunal adopts the approach suggested by the Chamber President §195(4). Following the recommended approach:

- (1) The Tribunal considered it was appropriate to raise the new point with the parties.
- (2) It was for the Respondent, to whose advantage the new point was, to decide whether she should pursue it. She elected to seek to pursue the new point.
- (3) The Applicant objected to the new point being taken.
- (4) The Tribunal considered the issue of contractual recoverability could not be brought in for determination without prejudice being caused to the Applicant. Had the issue of contractual recoverability been challenged, no doubt the Applicant would have sought legal advice about it (the Applicant had initially been represented by solicitors, but not at the hearing). It may well have sought to raise an argument about estoppel by convention or waiver or argue implied terms. These arguments could have required evidence not available at the hearing. In any event, there may well have been representation at the hearing by a lawyer.
- (5) As to whether that prejudice could be met by appropriate case management directions, the prejudice could only be met by an adjournment of the hearing. This would involve significant additional costs being incurred, by the Applicant and ultimately the lessees of the flats. There would be delay. There is also the question of the use of the Tribunal's resources, where a panel had been assembled for a hearing at public expense. Applying the overriding objective, it would not be fair or just to adjourn.

14. The Tribunal therefore concludes that the Respondent may not raise the new point. Moreover, the Tribunal is conscious that this is a transfer of a discrete issue for determination by the County Court under para 3(1)(a) of Sch.12 to the 2002 Act. It

would be inappropriate for the Tribunal to go beyond the scope of the pleaded cases in the Court.

15. Having said that, the Applicant and its advisers should be aware of the obvious risks where service charges are apparently not being demanded in accordance with the regime laid down by the flat leases. There is obvious scope for disputes with leaseholders in future proceedings. The Applicant may wish to consider with its legal advisers whether:
 - (1) A variation needs to be made to the terms of the leases by deeds of variation/applications to the Tribunal under Pt.IV Landlord and Tenant Act 1987); or
 - (2) Management practices need to be brought into line with the lease terms.
16. Having disposed of this potential issue, the Tribunal now turns to the issues raised in the claim.

Service Charge discrepancies

17. The claim for service charges of £3,286.57 is made up of arrears which accrued since May 2021. The relevant service charges for the Tribunal to consider are the charges for the completed 2021, 2022 and 2023 service charge years and the interim charges for the 2024 service charge year.
18. There were demands in the bundle for these years as follows:

	Interim	Interim	Interim	Interim	Balancing charge	
2021	£999.42	£999.42			-£164.18	£1,834.66
2022	£1,002.42	£1,002.42			-£6.45	£1,998.39
2023	£544.08	£544.08	£544.08	£544.08	-£50.66	£2,125.66
2024	£549.21	£549.21	£549.21	£549.21		£2,196.84

19. The Applicant provided annual service charge statements to show the above were arrived at by applying an apportionment of 16.6667% to the following relevant costs for the building:

2021 £11,007.99
2022 £11,990.33
2023 £12,753.96
2024 (budget) £13,181.05

20. These were then supported by service charge reconciliation statements detailing the various costs incurred.
21. *Prima facie*, the Applicant established that the Respondent was liable to pay these sums. Although her statement of case addressed numerous issues, at the hearing the Respondent limited her challenges to three issues. The Tribunal deals with each of these in turn.
22. The Respondent expressed general concerns that communications with the managing agents had been misleading and inconsistent. There were discrepancies and inconsistencies within documents which caused considerable confusion and impeded the Respondent's ability to provide further payments. In particular, there were significant discrepancies between the requested figures and the actual spend, which appeared to be occurring issues all the time.
23. The Tribunal asked the Respondent to give the best example of a discrepancy, and to explain how this might impact on her liability to pay service charges for any of the service charge years in issue. She gave the example which related to the 2020 service charge year. The Certified Financial Statements for the Applicant company for the accounting year ending 31 December 2020 included a Profit and Loss account. This referred to 2020 service charges receivable of £10,331 and expenditure of £11,774. By contrast, the service charge statement prepared by the managing agents showed expenditure of £11,624.86 in the 2020 service charge year.
24. Apart from this, the Respondent pointed to two items in the Applicant's Scott Schedule. There were references to contributions of £3,623 to a "sinking fund" in both 2017 and 2018. What was this? And the cleaning costs in 2020 were shown as

£0, even though 2020 the service charge account suggested the cleaning common areas costs of £280 were incurred in that year.

25. The Applicant stressed that a company's Financial Statements are not the same as service charge accounts, and that a company's income and expenditure might properly include income and costs which are not service charges. For example, there were audit fees payable to the company's accountants, which were not service charge items. The sinking fund had been explained to the Respondent, and the cleaning costs were simply a mistake in the Scott Schedule.

The Tribunal's determination

26. The Respondent's alleged accounting discrepancies pre-dated the service charge years in question. But the Tribunal will nevertheless deal with them as possible examples of confused accounting.
27. In essence, the Tribunal agrees with the Applicant. The 'best' example of accounting difficulties does not identify any costs which were not "incurred" for the purposes of s.19(1)(a) LTA 1985. For example, the 1971 lease provides for payment of a ground rent, which would not show as a relevant cost in the service charge accounts. The company might also receive administration charges and money from other sources, such as licence fees, receipts from lease extensions and so on. Its costs may include corporate fees for audit and accounting, which may or may not be recoverable through the service charges. The figures given in the company's profit and loss account are not necessarily evidence that service charge costs of a particular amount were incurred.
28. As to the other two matters, the first is simply a query about the purpose of the sinking fund and this query was answered in an email of 11 August 2020 from Ms McDonagh to the Respondent: "This was monies charged out in respect of the re-decoration work which was transferred into the sinking fund until the work was completed and the contractors paid". The second is clearly a typo in the Scott Schedule, which does not affect liability to pay.

29. In short, none of these alleged discrepancies affects the *prima facie* position that the Respondent is liable to pay the service charges to the Applicant.

General Maintenance

30. The first specific item of challenge relates to General Maintenance. The main argument here related to the £2,642.51 costs of general maintenance which appeared in the 2020 accounts. These were itemised in the service charge reconciliation statement:

4 Jan 2020	Clear drain gully rear of premises	£108
30 Feb 2020	Replace faulty FB2 Lock	£168
30 Jul 2020	Leak into bedroom No 4	£504
9 Oct 2020	Fit new lock to communal door	£161.51
20 Dec 2020	Repair leak around loft hatch	£792.00
26 Dec 2020	Remove & dispose of dumped Items	£45.00
9 Dec 2020	Repairs to roof above flat	£864.00

31. The Respondent's case was that none of the costs in any of the service charge years which related to "General Maintenance and Repair" were incurred. For example, the Respondent spoke to the owner of Flat 4 on a regular basis. She would have mentioned any leaks to her roof in 2020 but did not. When asked about the receipted invoices for works in 2020, the Respondent said she did not know whether they were accurate or not.

32. The Applicant stated that the agents were reactive when it came to repairs. For the 2020 service charge year, Ms Huswitt relied on seven receipted invoices for the works from four different contractors (b'Dec'ed Property Maintenance Division, NJ Ashley, Chequers Electrical & Building Services Ltd and Ken Bernard Roofing contractors) which corresponded with the costs shown in the reconciliation statements. There were similar receipted invoices for general maintenance and Repair in the 2021 service charge year.

The Tribunal's determination

33. For the purposes of s.19(1)(a) LTA 1985, the Tribunal finds as a fact that the Applicant did “incur” the relevant costs of maintenance and repairs as shown in the service charge reconciliation statements. It is inherently improbable that managing agents and accountants would include repairs in service charge statements and corporate Financial Statements over a prolonged period when no costs at all were incurred. The Respondent’s suggestion to the contrary is a bare assertion and it is not supported by any witness statement from third parties, photographs or contemporaneous correspondence. By contrast, the Applicant’s case is supported by the receipted invoices. If no works were actually carried out, this would require four separate contractors to render seven inappropriate invoices in 2020 alone, not to mention in other years. And the managing agents would have been either complicit in dishonesty or remarkably negligent - for no apparent benefit to themselves.
34. It follows from this that the challenge to general maintenance costs is rejected.

Management fees

35. The second specific challenge relates to Management fees. The Respondent’s initial case was that the managing agents did no work at all in the relevant service charge years. The Tribunal pressed the Respondent on this, pointing out that the agents plainly did some work, such as rendering service charge invoices, preparing budgets and accounts and supervising contractors and utilities. The Respondent conceded this was the case, but suggested the agents did nothing else. For example, when she contacted the landlord about a roof leak in 2024, the agents simply sent in someone from their company to fix the roof. The Respondent suggested the Tribunal should allow perhaps £500pa for basic accounting functions.
36. Ms Huswitt explained the agents charged a basic management fee for core services, inclusive of VAT. This was calculated based on £210 per flat (2017-18), rising to £240 per flat (2019-20), £263.33 (2021-22) and £283.50 (2023) and £297.83 per flat (2024) The basic fee covered accounting/budgeting and invoicing, contract

supervision, arranging utilities and lessee enquiries. For example, when the Respondent complained about water ingress on 22 September 2023 and 30 October 2023, the agents dealt with this by instructing contractors to clear the gutters: see invoice from NJ Ashley dated 6 October 2023. The agents charged extra for site visits, and there were invoices suggesting the agents visited on 3 November 2021, 10 June 2022, 27 January 2023 and 20 July 2023.

The Tribunal's decision

37. The Respondent has not produced evidence from other managing agents to suggest HNF's fees are excessive and there is therefore nothing to suggest these costs were not reasonably incurred under s.19(1)(a) LTA 1985. As to whether the management services were of a reasonable standard under s.19(1)(b) LTA 1985, the fees charged for this small block of flats are fairly modest. The standard of service to be expected is therefore also fairly modest. In return for the modest management fee, accounting was carried out, contracts were supervised and utilities organised. The only real complaint seems to be the agents did not respond to lessee complaints. However, the only example cited, namely the 2023 complaints about water ingress, suggests the agents provided a reasonable service. Whether or not the Respondent was satisfied with the outcome, HNF acted promptly by instructing contractors to attend site to deal with the report of water ingress.
38. It follows from this that the challenge to general maintenance costs is rejected.

2024 Interim Service Charges

39. The 2024 service charges referred to in the claim are interim service charges, albeit that by the date of the hearing that service charge year had been completed and final accounts were available. The 2024 interim charges were assessed on the basis of a budget, details of which are set out in a service charge statement dated 11 March 2025. That budget made a provision for general maintenance costs of £1,104 and provision for management fees of £1,787.

40. The principles upon which the Tribunal considers payability of interim service charges are not the same as those which apply to other service charges: in particular, contrast ss.19(1) and 19(2) LTA 1985. However, none of the statements of case dealt with the 2024 interim service charges separately, and the parties did not specifically address the Tribunal about them during the hearing.
41. But for the avoidance of doubt, the Tribunal finds the provision for general maintenance costs and management fees in the 2024 interim service charges are reasonable in amount under s.19(2) LTA 1985.

Costs and interest

42. The directions of 4 June 2025 refer to a County Court claim for “Costs £2,667.50 (Administration Charges)”. However, the Applicant has not suggested its legal costs were sought as an administration charge. It has not produced any demand for payment or other evidential basis to support a claim for administration charges. The Claim Form for “costs of 2667.60 incurred to date in the recovery of the Principal Sum on a contractual or implied basis”, which suggests the Applicant was actually seeking to recover its costs in the County Court to be assessed on a contractual basis under CPR 44.5.
43. The Tribunal therefore leaves the question of costs to be decided by the Court in the usual way.
44. The claim also seeks interest under s.69 County Courts Act 1984. That is again a matter outside the Tribunal’s jurisdiction and will be dealt with by the County Court if not agreed.

Conclusion

45. The tribunal determines under s.27A Landlord and Tenant Act 1985 that the Respondent is liable to pay the Applicant the following service charges:
 - (1) 2021 £1,834.66
 - (2) 2022 £1,998.39

(3) 2023 £2,125.66

(4) 2024 (interim) £2,196.84

6 November 2025

Appeals

1. 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 rpsouth-ern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. 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.
3. 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.
4. 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.



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NOTE: COUNTY COURT JURISDICTION

1. The Tribunal has issued its reasons today. This note is prepared by me in relation to the consequential orders made at the end of the hearing on 31 October 2025 in my capacity as a judge of the County Court.

Background

2. Residential service charge disputes in England are dealt with under two main jurisdictions. Firstly, the courts. Secondly, the First-tier Tribunal (Property Chamber), which has jurisdiction to determine liability to pay service charges under s.27A Landlord and Tenant Act 1985.
3. Although each has separate and different procedures, the courts have power to transfer service charge matters to the Tribunal under para 3 of Sch.12 to the Commonhold and Leasehold Reform Act 2002. Once a Tribunal has determined payability under s.27A LTA 1985, the proceedings are transferred back to the relevant court to make consequential orders (such as orders for payment, ground rent determinations, costs orders, orders for interest, etc). This complex procedure, involving transfer to and from the Tribunal, has previously been described as “judicial ping pong”.
4. A hybrid procedure has evolved to mitigate the above which takes advantage of the fact that a Tribunal judge is also qualified to sit as a judge of the County Court under s.5 County Courts Act 1984. The procedure forms part of official initiatives to encourage flexible deployment of the judiciary, and it is therefore sometime described as “flexible deployment”. In essence, following a Sch.12 transfer, a Tribunal decides matters within its jurisdiction that have been transferred from the County Court. After the Tribunal reaches its decision, the Tribunal judge sits as a County Court judge to make consequential County Court orders, such as orders for payment, costs and interest. This means all matters are disposed of in one sitting.
5. Flexible deployment is not always appropriate, and it is not universally adopted. Moreover, the Upper Tribunal (Lands Chamber) has made it clear that it depends on suitable directions first being given in the County Court. A Tribunal judge cannot simply decide to sit as a County Court judge. Jurisdiction must first be conferred on that judge by the court.

The hearing

6. At the hearing on 31 October, I announced at the outset that it would be conducted as a hybrid matter under flexible deployment. After the Tribunal gave its determination, I proceeded to deal with consequential matters as a judge of the County Court. I considered the claim for payment, costs and interest and made oral orders in relation to all three. The parties did not object to this, although neither was of course legally represented. No order was drawn up, because I asked for the parties to agree the interest figures and provide them to the case officer so the court order could be drawn up (neither has so far provided these figures).

Jurisdiction

7. On reviewing the directions in this case, it seems that DJ Rowland's order of 14 May 2025 was in fact a conventional order transferring the issue of "the recoverability of the sums claimed" to the Tribunal under Sch.12 to the 2002 Act. It was not therefore a flexible deployment direction. This also seems to have been the understanding of Tribunal Judge Martynski when he gave directions on 4 June 2025, which make no mention of matters such as interest and CPR 44 costs. I also note the application has not been case managed as a County Court matter by case officers before the hearing.
8. Regrettably, I realise I therefore had no jurisdiction to sit as a judge of the County Court after the Tribunal proceedings concluded. The County Court at Croydon had not previously ordered flexible deployment. It seems it envisaged the claim would return to it to make orders consequential upon the Tribunal's decision.
9. **In my view, the County Court orders for payment and orders for costs and interest which I made orally are therefore a nullity and of no effect.** These orders have not been formally drawn up, and I propose not to do so. This does not of course affect the Tribunal's determination that service charges of £3,286.57 are payable.
10. I apologise for the confusion caused in a matter which already had a prolonged and unhappy procedural history. Suffice it to say that the mistake was fortunately picked up before the County Court order was drawn up and no prejudice seems to have been caused to any of the parties. But unless they can be agreed, they will have to return to the County Court at Croydon for a judge to make a money judgment and decide these issues.
11. If either party wishes to comment on this note, I would be grateful for observations within 14 days.

Tribunal Judge Mark Loveday
6 November 2025