



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

Case reference : **LON/00/AG/LSC/2025/0746**

Property : **17 Pandian Way, London NW19 9AE**

Applicant : **Ms Helen Newbery**

Representative : **In person**

Respondent : **Notting Hill Genesis**

Representative : **Mr Tom Owen- Disputes and
Consultation Manager for the
Respondent
Also, in attendance on behalf of the
respondent, Ms Hina Pindolia**

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

Tribunal members : **Judge Daley
Mr Thomas- Professional Member**

Venue : **13 November 2025 at 10 Alfred Place,
London WC1E 7LR**

Date of decision : **8 December 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985
- (3) The tribunal makes no order for the reimbursement of the tribunal fees paid.

The application

- A. 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 the service charge years 2024-25. The applicant in her application set out that she had not been provided with a breakdown of the service charges which had increased from £22.06 to £68.43. The Applicant complained that she was being charged for services which were not being provided.
- B. The Applicant is the tenant of the premises known as 17 Pandian Way, London NW1 9AE, The Respondent is the landlord. The applicant occupies the premises pursuant to a tenancy agreement.
- C. On 20 May 2025, case management directions were given, the tribunal identified the following issues to be determined:
 - All heads of service charge in the years 2024-2025 and 2025-2026.
 - whether the costs of the works are reasonable and payable within the terms of the lease;
 - whether an order under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act should be made
 - whether an order for reimbursement of application/ hearing fees should be made
- D. The matter was set down for hearing on 15 September 2025, shortly before the hearing the Tribunal identified a jurisdictional issue, due to clause 1.5A of the tenancy agreement.
- E. At the hearing the Tribunal gave further directions which stated-: This is because clause 1.5a of the tenancy agreement provided by the applicant in the bundle, dated 10 December 2004, says that...:
- F. *The Association may review the service charge not more than twice in the first 12 months of the tenancy and thereafter it may review service*

*charges not more than once a year. The Association will give the Tenant at least 28 days' notice of any changes to the charges. The charges will be reviewed taking account of inflation and changes to the services, **but the Association does not vary the service charge the Tenant pays according to the cost of the service that the Tenant receives. Service charges are set at a fixed amount** which the Association considers as a reasonable contribution to the costs of the services it provides to all its tenants.*

- G. That appears to suggest that the service charge associated with the subject tenancy is a 'fixed' one, not a 'variable' one. This raises a fundamental issue concerning the Tribunal's jurisdiction, as the meaning of 'Service Charge' for the purposes of Section 27A of the Landlord and Tenant 1985 is defined at section 18(1) of the Landlord and Tenant Act 1985."
- H. The Tribunal adjourned the hearing on the 15 September 2025, to provide the parties with the opportunity to deal with the jurisdictional issue.

The hearing

The Applicant appeared in person also in attendance with the applicant was Maria Duah (Tenant of 14 Pandian Way).

- I. The Respondent was represented by Mr Tom Owen, the Dispute and Resolution officer who appeared on the Respondent's behalf.

Preliminary Issue

- J. The Tribunal decided to deal with the issue of whether it had Jurisdiction as a preliminary point, it heard from the Respondent and the Applicant. Mr Owen had prepared a skeleton argument.
- K. In the Skeleton Argument Respondent set out the following-: *"that If the Applicant wishes to argue that the service charge is fixed rather than variable, this dispute is then outside of the Tribunal's jurisdiction under Section 27A of the 1985 Act, because Section 18 of the same Act defines a service charge as an amount payable by a tenant... ..in addition to the rent... ..the whole part of which varies or may vary according to the relevant costs. 6. The Tribunal's directions dated 20 May, and more recent directions dated 21 August 2025 define the period in dispute as 1 April 2024 – 31 March 2026."*
- L. The Applicant in her submissions told the Tribunal that the tenancy was assigned to her in 2009. The Tenancy agreement stated that the service

charges were fixed. She told the Tribunal that she had paid variable charges for 15 years. The Tribunal was told that the Respondent had written to the tenants on 15 August 2007, consulting them about the change from fixed to variable prior to the Applicant having the tenancy assigned. Mr Owen stated that as the Applicant had paid for almost 15 years without protest according to the precedents of *Cain v Islington* [2015] UKUT & *Marlborough v Leitner* [2018] UKUT (Appendices 4 & 5) the Applicant has admitted the payability of the variable service charge to cover her property's share of the costs which we incur as landlord.

The Decision of the Tribunal on the preliminary issue

- M. The Tribunal noted that in accordance with the tenancy agreement, the landlord could change the tenancy by requiring that variable tenancy agreements be charged. The Tribunal heard no evidence that the landlord complied with 1.6 A (d) and (e), by carrying out a consultation. However, there was a concession from the tenant that she has paid in the past and had believed the charges to be variable and wanted the application to be heard under Section 27A, the Tribunal considered the case of *Cain* and *L B of Islington* and decided that although the landlord had not complied with the requirement to consult with the tenants, nevertheless there had been a waiver and that the service charges since 2007 had been demanded as variable service charges.
- N. The Tribunal decided that it did have the jurisdiction to hear the service charge dispute and accordingly proceeded to hear the application.
- O. Having heard evidence and submissions from the parties and considered all the documents provided, the tribunal has made determinations on the various issues as follows.

Service charge item & amount claimed

- P. **Staff costs and salaries Block charges £2,229.77** charge for flat 17, £84.00
- Q. The Tribunal heard from the Applicant that the block that she lived in did not receive any benefit from the concierge services or from any on-site staff. She told the Tribunal that they had no access to any of the services, such as collection of parcels, and that when someone who lived in Pandian way had their cycle stolen and asked to view the CCTV they were told that the camera did not service their block.
- R. The Applicant told the Tribunal that the Concierge appeared to be for the benefit of the leaseholders only, in that they did not deal with reports of disrepair at Pandian Way or receive reports of or try to tackle fly tipping near the social housing block. The Tribunal heard from the Applicant and her witness that there was a two-tier system in operation at the block, so that they were in receipt of a very different service.

- S. They had not received a copy of the management agreement which meant that they had no information on the expected level of service.
- T. The Respondent's reply was set out in the schedule which stated:- Staff costs make up a significant proportion of the external managing agent's estate charges which we as the landlord must pay under the freehold transfer. Site based staff provide management, caretaking, and security services to the development. Mr Owen confirmed that the service charges had not yet been finalised and given this he could not provide receipts for the cost. These items were third party managing agents costs which the Respondent was obliged to contribute to the management of the estate as tenant of the freeholder.

The tribunal's decision

- U. The tribunal determined that the estimated sum of **£2,229.77 is reasonable and payable.**

Reasons for the tribunal's decision

- V. General issues
- W. The Tribunal in reaching its decision on reasonableness and payability noted that several of the service charges appeared to be duplicated, as the same heading was used to refer to more than one charge. **The Tribunal consider that the costs must be clear and relevant and that the billing should be detailed enough to understand.**
- X. During the hearing the Tribunal was referred to the third-party agreement which obliged the Respondent to contribute towards the costs of salaries for the costs of staffing. The Tribunal noted that the main area of complaint was that the Applicant and tenants living within the block did not receive the same level of service, as the leaseholder.
- Y. The Tribunal noted that the Applicants were experiencing a two-tiered system being in operation within the estate and that this was at the heart of their concerns. The Tribunal noted that there was no information before it such as a service level agreement or indication of what service was being provided to the tenants, never the less the Tribunal noted that the sum charged is an estimated sum and the role of the Tribunal is to decide whether the estimated sum is reasonable. The Tribunal noted that the applicant told us that she had made complaints to the on-site

staff, it would appear to the Tribunal that the on-site staff can receive and deal with complaints and that their presence does provide an element of security.

- Z. The Tribunal consider there should be openness and transparency about the service that the tenants are entitled to, and as such the Tribunal would expect the respondent to take positive steps to ascertain this on behalf of its tenants. However, as the Tribunal is required to consider the budgeted sum, the Tribunal has asked itself whether the sum estimated for this item is a reasonable estimate. Having considered all the evidence, the Tribunal accepted that the sum is reasonable, and the Tribunal's finding of this should not preclude any on-going enquiries taking place and where the services are less than the budgeted sums this will be credited to the tenants

Service charge item & amount claimed

AA. ATM Fire Servicing Fire Equipment

- BB. The Applicant accepted that this was a reasonable item within the service charge estimated budget. However, the reason for querying the payability of this item was that this appeared to have been charged twice, firstly as core costs and then as block costs.
- CC. Mr Owen told the Tribunal that this was for the maintenance and servicing of the fire alarms, extinguishers, and smoke detectors. Within the schedule the Respondent set out that There are two separate schedules: one for the block, one for the core (internal corridor). The estate management agent provides fire safety services at the estate level which was allocated to the NHG block. [The Tribunal was told that the NHG block] referred to the service charges budget for North Point Square.

The tribunal's decision

- DD. The tribunal determines that the amount payable in respect of the fire servicing equipment is reasonable and payable.

Reasons for the tribunal's decision

The Tribunal heard and accepted the evidence of Mr Owen. That there were two distinct and separate charges in relation to fire equipment in relation to the estate and for the block. The Tribunal has considered the amount claimed and

finds the cost for this item reasonable and payable for the estimate of the costs likely to be incurred for the period.

EE. Service charge item & amount claimed

FF. Bulky Waste £1000.00

GG. The Tribunal was informed by the Mr Owen that this was for fly-tipping and dumping of large items near the block, he told the Tribunal that this was a necessary expense and that the Applicant's share of the service charges was £37.98.

HH. He told the Tribunal that in an ideal world this expense should be zero, however the problems were caused by unauthorised dumping on the estate.

II. The Applicant told the Tribunal that the whole of the estate which included the leasehold occupied properties, dumped rubbish outside the bin store. The applicant had witnessed the concierge on the estate dumping a mattress at the bin stall. Her concern was that it was unfair that the cost of this was disproportionately paid by the social tenants, even though the dumping was caused by non-social landlord occupants.

JJ. -The tribunal's decision and reasons for the tribunal's decision

KK. The Tribunal heard and accepted the Applicant's evidence that the issue of dumping was an estate wide problem and that the area before the bin stall has become common ground for dumping, The Tribunal would expect to see proactive and improved management in relation to this issue. However, the photographs demonstrate that there is a need for provision to be made for the cost of bulk removal, for costs for this, this should not be contributed to by other occupiers at the estate. Given this, the Tribunal is satisfied that the costs of £1000.00 is reasonable and payable for this item as a budget estimated sum, however, the Tribunal has made an adjustment to reflect a failure to adequately deal with this in the management costs.

LL. Service charge item & amount claimed

MM. Estate Maintenance £1,842.16

NN. Mr Owen told the Tribunal that the applicant's share of the charges was £69.96. And this was the cost of maintain across the estate. The applicant was concerned that there were two identical sums charged for Estate Maintenance.

OO. Mr Owen explained that one item was for the estate, and the other was for the block. He accepted the Tribunal criticism that the description of both charges as estate charges was not helpful for the applicant to understand.

PP. The Applicant also queried what this charge covered as there was little evidence of maintenance on the estate. She complained of lack of cleaning of the pathways and Pidgeon infestation within the block.

QQ. Mr Owen explained that the Respondent needed to make provision for the block and was contractually bound to pay the service charges for estate maintenance to the third-party agent for the freeholder.

RR. The tribunal's decision and Reasons for the tribunal's decision

SS. The Tribunal is satisfied that the sum of £1,842.16 is reasonable and payable

TT. Within the hearing bundle the actual charge for both the block and estate was just under £3K. The Tribunal noted that although the estimate of the charges for both the estate and the block was the same, and that this reflected a lack of specificity on behalf of those who had prepared the estimate, the Tribunal noted that the charges were an estimate, and as such the estimate was based on an assessment of the actual charges which invariably involved an element of forecasting which was not a precise art. Accordingly, the Tribunal are satisfied that the estimated charges are reasonable.

UU. Service charge item & amount claimed

VV. Estate gardening £1,591.16

WW. The Applicant stated that the occupiers of Pandian Way did not have access to the whole estate and could only access a proportion of the estate. The Tribunal was referred to the photographs and the estate plan.

XX. The Tribunal heard that the only green area on the estate was a green patch about a foot wide which faced Camden Road, and that the Applicant had no access to communal areas within the development. Accordingly, she submitted that it was not reasonable that she was required to contribute to estate gardening without access to communal areas. The Applicant also considered that there was an overlap between

the estate maintenance and estate gardening and that they were being charged twice for this service.

- YY. Mr Owen confirmed that they were two different charges, he disputed the Applicant's evidence that they had no access to the communal areas and stated that the social housing occupants paid approximately 15% of the total costs for gardening which he submitted was reasonable.

ZZ. The tribunal's decision and Reasons for the tribunal's decision

- AAA. The Tribunal heard and accepted the evidence of the Applicant and her witness concerning the lack of a communal garden which was accessible to them within the estate. The Tribunal was not satisfied that the proportion of the garden costs were reasonable in relation to the communal gardens and was concerned that access to these areas was restricted when the tenants were being required to contribute to the same.

- BBB. The Tribunal heard and accepted the Applicant's evidence; it was concerned that access to these areas was restricted when the tenants were being required to contribute to the gardens. The Tribunal had no evidence of a communal garden which was accessible to the tenants, although it was accepted that there was hedgerow along one side of the pavement. The Tribunal would expect the Respondent to investigate this on behalf of the Applicant and other social tenants so that any such perceived or real restriction

- CCC. Accordingly, the Tribunal finds that the estimated charge of £1591.16, is not reasonable and payable and has determined that this sum should be reduced to £750.00.

DDD. Service charge item & amount claimed

EEE. Window cleaning £767.51

- FFF. The applicant stated that they were charged two sums for window cleaning one was for the core charge which was for the block and the other charge was for the estate.

- GGG. The applicant and her witness confirmed that there were no communal buildings on the estate, and that there were limited communal windows within the block, which were limited to the walkway. and that they had never witnessed the windows being cleaned. All the occupants were responsible for cleaning their own windows, and neither the Applicant

nor her witness had ever seen the windows being cleaned within the block.

HHH. Mr Owen stated that there would be a charge for cleaning of the windows within the block, he did not accept on the respondent's behalf that there were charges relating to the estate.

III. The Tribunal Decision and Reasons for the tribunal's decision

JJJ. The Tribunal reminded itself that the sum claimed was for an estimate, and as such this was to reflect any future cleaning work which was anticipated. having heard the evidence find that the core cost for the window is reasonable and payable, however it is not satisfied that the cost for communal window cleaning is reasonableness and payable.

KKK. The Tribunal noted that there were no communal windows and that the only windows which formed part of the tenant's obligation were part of the block which were core costs, as the tenants have no access to any of the communal properties on the Estate is not reasonable and payable. Accordingly, the Tribunal limits the amount claimed by reference to the sum payable for the block costs only

LLL. Service charge item & amount claimed

MMM. **SY electric £1,090.85**

NNN. The Tribunal heard from the respondent, that there were charges for both the estate and the block, this item was for electricity for lighting for the lift and the intercom for the block and for the communal lighting for the estate.

OOO. Mr Owen explained that there was a separate charge which was headed Electrics, in the sum of £864.88, however this was for maintaining the electrics within the block which was a separate item of expenditure.

PPP. The Tribunal decision and reasons for the decision

QQQ. The Tribunal noted that tenant accepted the costs of electricity as reasonable and payable however, what the applicant was querying was an additional item also labelled electrical on the grounds that it appeared to be linked to the cost of the electricity, The Tribunal heard and accepted the evidence from the respondent that the charge was separate and lined to the maintenance of the electrical installations within the estate and the block.

RRR. The Tribunal finds that the charges claimed is reasonable and payable.

SSS. Managing agent Costs £1,141.27

TTT. The Respondent informed the Tribunal that the external managing agent provides, things such as gate maintenance, CCTV communal water which provided water to the wider estate.

UUU. The management fee £300.00 was for the respondent's management of the premises, this included the day-to-day operating fee and processing of payments, auditing and office costs.

VVV. The Tribunal decision and reasons for the decision

WWW. The Tribunal in considering the reasonableness carried out a balancing exercise, it noted that there were issues with the way in which the third-party agent managed the property, and the services which they provided them to the tenants. The Tribunal consider that the respondent should have been ensuring that the applicant was getting the services which they were paying for.

XXX. The Tribunal is not satisfied with the explanation given or the documentation to prove that this charge is reasonable. The Tribunal noted that Mr Owen explanation of the cost which were incurred included an element of estates maintenance charges, there were also additional elements which should have been within the other costs. In the absence of information to support the lack of duplication the Tribunal are not satisfied that this charge is reasonable and have accordingly reduced the payable sum to £200.00.

Application under s.20C and refund of fees

YYY. Having heard the submissions from the parties and considering the determinations above, the tribunal does not order the Respondent to refund any fees paid by the Applicant [within 28 days of the date of this decision.

ZZZ. The Tribunal was told by Mr Owen that the Respondent does not intend to seek reimbursement of its cost through service charges, accordingly the Tribunal makes no order for Section 20C of the 1985 Act.

Name: Judge Daley

Date: 8 December 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).