



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

Case reference	: LON/ooAY/LSC/2025/0718
Property	: Helston House, 93 Kennington Lane, London SE11 4HQ
	(1) Christian Pilbeam
	(2) Anca Uta
	(3) Marios Ellinas
	(4) Vitalia Fadejeva
Applicants	: (5) Christopher James Ives
	(6) Emma Clare Bridger
	(7) David Edward James Reeves
	(8) Miles Murdoch
	(9) Craig Tattersall
Representative	: Christian Philbeam (lead tenant)
Respondent	: Assethold Limited
Representative	: N/A
Type of application	: Service Charges – s.27A of the Landlord and Tenant Act 1985
Tribunal members	: Judge Tagliavini
	Mr D Jagger MRICS
Venue	: 10 Alfred Place, London WC1E 7LR
Date of hearing	: 21 November 2025
Date of decision	: 17 December 2025

DECISION

Decisions of the tribunal

(1) The charges incurred by or on behalf of the respondent in the period June 2024 to June 2025 for the following items are payable by the applicants in the following amounts:

Insurance - £497.85
Surveyor's fees for insurance purposes - £0.00
Surveyors' fees for preparing PPM Schedule - £0.00
Management fee to date of acquisition of right to manage - £1104.60
BNO standard audit report - £0.00
Carpet in common parts - £0.00
Handover fee - £0.00
Common parts cleaning - £700.00
Window cleaning - £375.00
Communal areas touch-up - £0.00
Visual inspection condition report - £240.00
Grit spreading - £0.00

(2) The tribunal makes an order under s.20C of the Landlord and Tenant Act 1985 so that none of the respondent's costs can be added to the service charges.

(3) The tribunal makes an order under sch. 11 para 5A of the Commonhold and Leasehold Reform Act 2002 so that none of the respondent's administration charges of or incurred by this application are payable by the applicants.

(4) The tribunal makes an order requiring the respondent to reimburse the fees paid by the applicants to this tribunal in the sum of £341.00 within 14 days of this decision being sent to the parties.

The application

1. This is an application pursuant to the provisions of s.27A of the Landlord and Tenant Act 1985 seeking a determination of the payability of service charges.

The background

2. The Applicants are the leasehold owners of 6 flats in the premises known as Helston House 93 Kennington Lane London SE11 4HQ ('the property'). The Respondent purchased the freehold in the premises on

has 23 June 2023 as of 12 June 2025, its freehold interest in the building not been registered at HM Land Registry.

3. The applicants' right to manage the building was acquired through Helston House RTM Company Ltd on 23 July 2024 and on 20 March 2025 the applicants submitted an application for the determination of service charges for the service charge year ending December 2024. At a preliminary hearing held on 12 June 2025, the tribunal determined:

charges costs were freehold *The respondent is entitled in principle to recover service due under the leases notwithstanding the fact that the incurred and the demands for payment sent prior to the registration of the Respondent's legal interest in the estate.*

4. In this application the applicants seek a determination of:

- The payability of the service charges demanded for the year January 2024 to December 2024 which included:
fee; Insurance June 2024/45; surveyors fees; management BNO standard audit fee; carpet replacement costs; handover fee; common parts cleaning costs; window cleaning; communal area redecoration touch-up; visual installation condition report and grit spreading.
- Whether the costs are reasonably incurred and reasonable in amount.
- Whether any of the costs demanded relate to the period following the acquisition of the right to manage in July 2024.
- 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.

The hearing

5. An oral hearing was held at which the applicants were represented by Mr Philbeam with Mr Ives also in attendance. On 23 October 2025 Judge Nicol made an Order barring the respondents from playing any further role in this application. At the hearing, the respondent did not appear and was not represented. Further, the respondent failed to comply

with the tribunal's directions to record its comments in the Scott Schedule in which the applicants set out each item they challenged and their reasons for that challenge. The applicants also relied upon a digital bundle of 266 pages that had been provided to the tribunal.

The tribunal's reasons

6. In reaching its decisions recorded above, the tribunal took into account all of the written and oral evidence of the parties,
7. In the absence of any challenge by or evidence from the respondent, the tribunal found the issues raised by the applicants to be well supported by the clear and credible oral and documentary evidence on which they relied. The tribunal also accepted the figures proposed by the applicants for each item including those they accepted should be pro-rated as it found these to be reasonable and were unchallenged by the respondent.
8. The tribunal, therefore made the following determinations on each of the heads of service charge raised by the applicants.

Insurance

9. The tribunal accepts the applicants' submissions that the insurance should be **pro-rated** after having acquired the right to manage with effect from 23 July 20024. The tribunal finds that the demand for payment of the insurance issued on 13 February included cover post 24 July 2025 and determines that £497.85 is **xxx** payable by the applicants.

Surveyor's fees for insurance purposes

10. The tribunal finds the demanded for this sum by the respondent is unreasonable as the survey was carried out on 30 July **2024** and after the applicants acquired the right to manage the subject property. In any event, the respondent would have known months in advance of the application seeking to acquire the right to manage and could have cancelled the survey. The tribunal finds the respondent has shown no justification for continuing to incur this charge. Therefore, the tribunal finds the sum payable for this item is nil.

Surveyors' fees for preparing PPM Schedule - £0.00

11. The tribunal determines the applicants are not required to pay for this item of service charge as it was not reasonably **x** incurred for the reasons given at paragraph 10 above. Therefore, the tribunal finds the sum payable for this item is nil.

Management fee to date of acquisition of right to manage

12. The tribunal determines that the applicants are not required to pay for management fees post 23 July 2024 as the respondent was no longer required to provide management of the subject building. The tribunal accepts the **pro-rated** figure proposed the applicants as reasonable. Therefore the tribunal confirms the sum payable by the applicants for this item of service charge is £1104.60.

BNO standard audit report -£0.00

13. The tribunal finds the sum demanded by the respondent for this item has not been reasonably incurred. The tribunal finds there is no requirement on the part to the respondent to have incurred this expense or that it was, in any event carried out by a properly qualified contractor. Therefore, the tribunal determines the sum reasonably payable for this item is nil.

Carpet in common parts - repair

14. The tribunal accepts the applicants' oral, documentary and photographic evidence and finds this work was not carried out as alleged by the respondent or at all. Therefore, the tribunal determines the reasonable sum payable for this item of service charge is nil.

Handover fee

15. The tribunal accepts the applicants' evidence that the respondent failed to 'handover' the management of the subject property as required on the requisite date or at all. The tribunal accepts the applicants' evidence that the respondent failed to properly or meaningfully respond to s.93 of the 1993 Act notices served by the applicants. Therefore, the tribunal finds the sums demanded by the respondent for this item of service charge has not been reasonably incurred and that the sum reasonably payable is nil.

Common parts cleaning

16. The applicants accept that some cleaning was carried out but should be pro-rated to reflect the date of the acquisition of the right to manage and the poor level of service provided. The tribunal determines the sum reasonably payable for this item of service charge is £700.00

Window cleaning

17. The tribunal finds that the demand made by the respondent is unreasonable as the subject property reasonably required a bi-annual visit at most. Further, the tribunal accepts the applicants' evidence that they have secured a satisfactory window cleaning service from the same

supplier at a significantly reduced cost. Therefore, the tribunal finds the sum reasonably payable for this item of service charge is £375.00.

Communal areas touch-up

18. The tribunal accepts the applicants' evidence and finds this work was not carried out at all or if carried out was of such a poor standard so as not to be noticeable by the applicants. Therefore, the tribunal finds the reasonable sum payable is nil.

Visual installation inspection condition report

19. The tribunal accepts the applicants' evidence and finds that this inspection was carried out by unqualified contractors. The tribunal accepts the applicants' submission that the sum for this item of service charge should be reduced to £240.00 based on an EICR quote obtained by the applicants.

Grit spreading

20. The tribunal finds this sum was not reasonably incurred by the respondent as it concerned an area that did not fall within the demise of the subject property and formed part of a publicly accessible area in front of Helston House. Therefore, the reasonable sum payable by the applicants is nil

21. In light of the above findings and decision the tribunal considers it is just and equitable to make and order under both s.20C of the Landlord and Tenant Act 1985 and Sch.11 par.5A of the Commonhold and Leasehold Reform Act 2002 so that the respondent's costs of this application can be added to the services charge or sought from the applicants as administration charges, respectively.

22. The tribunal also makes an order requiring the respondent to reimburse the applicants the fees paid to the tribunal in the sum of 341.00 to be paid within 14 days of the decision being sent to the parties.

Name: **Judge Tagliavini** **Date: 17 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).