



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

**Case reference** : LON/00BB/LSC/2025/0742

**Property** : Flat 2, Charlton Court, High Street,  
South East Ham, London, E6 6JD

**Applicant** : Lisa Davis-Onwu

**Representative** : In person

**Respondent** : Grandglobe Ventures Limited

**Representative** : Sandrove Ventures Limited  
Ref: Tim Darwell-Smith

**Type of application** : For the determination of the liability to  
pay administration charges

**Tribunal member** : Judge Robert Latham

**Venue** : 10 Alfred Place, London WC1E 7LR

**Date of decision** : 4 December 2025

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**DECISION**

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**Decisions of the tribunal**

- (1) The Tribunal makes the following determinations in respect of the administration charges:
- (i) Legal Expenses (£462.30): £150 is payable.
  - (ii) Intercom Services (£310.50): This is payable.

(iii) Settee Removal (£192): This is disallowed.

- (2) The Tribunal determines that the Respondent shall pay the Applicant £55 within 28 days of this Decision, in respect of the reimbursement of 50% of the tribunal fees paid by the Applicant.

### **The Application**

1. By an application dated 1 April 2025, the Applicant seeks a determination pursuant to Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of administration charges payable by the Applicant. The Applicant stated that she was content for a paper determination.
2. On 21 May 2025, the tribunal gave Directions. The parties have filed a schedule which sets out their respective contentions in respect of the sums in dispute (at p.35-37). The Applicant has provided a Bundle of Documents (67 pages). The Applicant challenges three administration charges.
3. The Applicant holds her flat pursuant to a lease dated 2 April 1986 (at p.13-26). This is a two bedroom ground floor flat in a purpose built block. The Applicant does not live in the flat, but rather sublets it.

### **The Tribunal's Determination**

#### **Issue 1: Legal Expenses: £462.30 (23 June 2020)**

4. The Applicant contends that this administration charge is not payable as she had settled the debt prior to the issue of legal proceedings. The Respondent states that these costs were incurred prior to the issue of proceedings. The debt had not been cleared prior to the legal costs being incurred.
5. The background is that on 9 December 2019 (p.41), the Respondent issued an invoice for service charges of £2,614.94 which were payable on 25 December. On 13 January 2020, the Applicant paid £1,614.94 leaving a balance of £1,000. The Applicant offered to pay this sum by 30 September. This offer was not acceptable to the Respondent. This was during the Covid lockdown. It is apparent that a number of chaser letters were sent. On 31 May, the Respondent added an administration charge of £90 to her account. The Applicant does not challenge this.
6. On 23 June 2020, the Respondent charged a further administration fee of £462.30. It is apparent that this is a fixed fee when arrears are escalated to solicitors. On 23 July, the Applicant cleared the arrears. Despite this, on 28 July (p.44), the Respondent issued proceedings in

the County Court Money Claims Centre claiming £1,472.30. The claim also included the administration fee of £462.30. On 31 July, the proceedings were served on the Applicant. On 18 August, the Applicant filed a Defence stating that the debt had been paid. The Respondent discontinued the proceedings. The Respondent has not disclosed any pre-action protocol letter that was sent prior to the issue of proceedings.

7. The Tribunal is satisfied that the administration charge of £462.30 is unreasonable. The Respondent's Solicitor should have checked whether the debt was cleared prior to issuing proceedings. The Tribunal allows £150 which is the reasonable cost of sending a pre-action letter. The Respondent was justified in escalating the matter to solicitors. But to charge a fixed fee administration charge of £462.30 is manifestly unreasonable.

Issue 2: Intercom Services: Call out fee of £310.50 (12 November 2020)

8. The Applicant asserts that she never wanted the benefit of the intercom service. At all material times, it has been non-functional. The Respondent asserts that on 12 November 2020, a fault was reported to her intercom system. The Respondent sent an engineer to attend and investigate. The contractor attended and found that the cable to the handset had been cut. As this was not an item of disrepair, but damage by the tenant, a recharge was made. The Respondent subsequently provided a quote for the repair which the tenant did not take up.
9. At the material time, the flat was occupied by the Applicant's tenant. It seems that a complaint was made to the Respondent that the intercom was not working, probably by the tenant. An engineer attended and the fee of £310.50 was charged. It is probable that the intercom system had never been connected because the Applicant did not consider it to be necessary. When the Respondent provided a quote to connect it, this was rejected by the Applicant. The Tribunal is satisfied that an engineer attended the flat in response to a complaint that the intercom was not operative. The Tribunal is therefore satisfied that the Applicant should pay the cost of the call out fee.

Issue 3: Settee Removal: £192 (16 December 2021)

10. This is a charge for a contractor attending to remove a settee that had been dumped outside the flat. The Applicant accepts that her tenant had disposed of the item in an anti-social manner. However, the Applicant had taken responsibility for its removal and had removed it. The Respondent state that they are willing to give her the benefit of the doubt and are willing to raise a credit for the full amount of £192. The Respondent states that the Applicant did not agree to this offer and subsequently paid it.

11. Given the approach adopted by the Respondent, the Tribunal is satisfied that this administration charge should be removed from the Applicant's account and a credit should be made.

### **Application under s.20C and refund of fees**

12. In her application form, the Applicant states that she does not wish to make an application under section 20C of the Landlord and Tenant Act 1985 Act. She has paid tribunal fees of £110. She has partially succeeded in her application. The Tribunal therefore orders the Respondent to refund 50% of the tribunal fees (£55) that she has paid. These should be paid within 28 days of this decision.

**Judge Robert Latham**  
**4 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).