



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

Case reference : **LON/00BG/LSC/2025/0751**

Property : **2 Coburg Dwellings, Hardinge Street,
London, E1 0DZ**

Applicant : **Michael John James Freeman**

Representative : **In person**

Respondent : **Tower Hamlets Community Housing
(THCH)**

Representative : **Ms Victoria Osler Counsel, instructed by
Judge & Priestly, Solicitors**

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 : **Mr C Norman FRICS
Mr A Gee RIBA**

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

Date of Hearing : **25 September 2025**

Date of decision : **22 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 Para 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

The application

1. 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 2018/19, 2019/20, 2020/2021, 2021/2022, 2022/2023, 2023/2024, 2024/2025, and 2025/2026.
2. Following the hearing the applicant applied for an order under Para 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

Directions and Scott Schedule

3. Directions were issued on 1 May 2015 and amended re-amended and re-re-amended on 8 July and 15 August 2025. The directions required preparation of a Scott Schedule¹. The Tribunal notes that there are inconsistencies between the amounts shown in dispute on the application form and corresponding entries on the Scott Schedule. For example, bulk rubbish for 2020 is shown on the application form as £46.56 against a corresponding entry in the Scott Schedule of £27.63. In addition, neither party has stated their case fully in the Scott Schedule. The applicant has not included insurance. For these reasons the Tribunal cannot rely on the Scott Schedule. In terms of the actual amounts demanded each year per item, it finds the sums set out in Counsel’s skeleton argument to be reliable.

The hearing

4. The Applicant appeared in person, and the Respondent was represented by Ms Victoria Osler, Counsel. The Tribunal received a bundle of 1209 pages together with an authorities bundle from the respondent of 183 pages. Both parties also produced skeleton arguments. The applicant’s submissions were not correctly cross referenced to the bundle, and the Tribunal directed that amended versions be provided. These were received by the Tribunal Members on 29 September 2025.

¹ The Applicant also included a short explanatory memorandum with the Scott Schedule

The background

5. The property which is the subject of this application is a Victorian building of 24 flats divided into three blocks of 8 flats, each with its own entrance. It forms part of the much larger Barnardo Gardens Estate. The subject property is a one-bedroom ground floor flat. The building does not contain lifts. The amount in dispute is £6,469.11.
6. Neither party requested an inspection and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
7. The Applicant holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

The issues

8. The relevant issues for determination are as follows:
 - (i) The payability and/or reasonableness of service charges for each of the service charge years 2018/19, 2019/20, 2020/2021, 2021/2022, 2022/2023, 2023/2024, 2024/2025, and 2025/2026 relating to 14 items, although not all are challenged each year:
 - a. Caretaking/cleaning
 - b. Entryphone
 - c. Concierge/security
 - d. Electricity [now conceded]
 - e. Sewers
 - f. Pest control
 - g. Bulk rubbish removal
 - h. Management charges
 - i. Estate management
 - j. Insurance
 - k. TV [now conceded]
 - l. Refuse bins
 - m. External audit
 - n. Repairs
 - (ii) Whether an Order under Para 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 should be granted to the applicant.

The Applicant's Case

9. From his skeleton argument, this may be summarised as follows. Mr Freeman agreed with the respondent's recital of lease terms in its statement of case dated 22 August 2025 [72-101]². He accepted the definition of common parts being "...all main entrances passages landings staircases (internal and external) gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means or refused disposal (if any) and other areas included in the Title above referred to or comprising part of the Lessors Housing Estate and of which the Building forms part provided by the Lessors for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Lessors are entitled to the reversion." (see further below)
10. Mr Freeman disputed contractual liability for some of the items charged. He referred to several cases. He cited *89 Holland Park Management v Dell & Dell* [2023] EW CA Civ 1460. That case was concerned with whether leaseholders were liable for litigation costs incurred in enforcing a restrictive covenant to prevent development of an adjoining plot. The court held that such litigation costs were outside the "proper maintenance safety and administration of the building"; nor did they fall into the definition of "general expenditure" under the lease. Mr Freeman emphasised the that the court had placed weight on reference to the "Building" in the lease. He sought to draw a parallel with clause 5(5) of his lease (see below).
11. In *Howe Properties (ND) Ltd v Accent Housing Ltd* [2024] EWCA Civ 297, the relevant clause defined Annual Service Charge as "the total of all sums actually expended or provided...in connection with the management and maintenance of the Buildings." It was held that the lease only permitted recovery of sums expended in connection with the management and maintenance of properties on the Estate. The costs of maintenance of properties not on the Estate could not be recovered.
12. In *LBTH v Brewster House* [2024] UKUT 193 (LC) the case concerned whether recovery of the costs of structural defects was within the lease. The issue of construction was the meaning of "to maintain" and the proper construction of a "sweeper clause". The Upper Tribunal held that if a particular type of work is clearly within an obligation, the fact that it was expensive is irrelevant to construction. If the clause is unclear, then cost may be relevant to its construction, applying *Arnold v Britton* [2015] UKSC 36. The Tribunal also applied *89 Holland Park Management v Dell & Dell* in construing the sweeper clause and held that specific provisions that precede it are the best indication of what it might include. The applicant submitted that should the respondent argue that the sweeper clause (clause 5(5)(o)) catches all other expenditure then such a clause should be construed in the context of the whole of that which

² Square brackets denote page references in the main bundle

proceeds it which does not include lessees paying for any estate-wide expenditure. Service charges should be confined to items referenced to the building itself, defined as the 3 blocks; that is what the lease says and that is the extent of the applicant's liability.

13. Mr Freeman also cited *Campbell v Daejan* [2012] EWCA Civ. 1503, in which it was held that it was not always the case of the landlord of the property of multiple tenants will recover 100% of his expenditure through service charges. There was no presumption to that effect.
14. The Applicant also referred to *City of London v Great Arthur House* [2021] EWCA Civ 431 which concerned recovery of costs for structural defects. The Court of Appeal applied *Campbell v Daejan*. Mr Freeman also relied on *NGH v Uddin & Ors* [2025] UKUT 56 (LC) which was to the same effect. He also submitted that *Uddin* held that a management fee is a charge for a manager in arranging services rather than a charge for services which the manager has arranged.
15. Mr Freeman also referred to *Rana & another v Assehold* [2025] UKUT 19 (LC) where the Upper Tribunal reiterated that leaseholders must raise a prima facie case that indicates that the cost was not reasonably incurred or that an estimated charge was not reasonable and once they have done so the evidential burden shifts to the landlord to show that the expenditure or the charge was reasonable. Mr Freeman also referred to *Arnold v Britton* [2015] UKSC 36.
16. In his witness statement he made additional points, which may be summarised as follows. The respondent had applied all expenditure to the service charge without reference to the wording of the lease. This issue related both to the division of building expenditure between THCH tenants and long leaseholders, and block and estate expenditure. This was particularly in relation to the insurance premium.
17. In the applicant's supplementary reply of 12 September 2025, he made the following further points. He did not agree with the respondent's reading of the lease in relation to allocation of service charges. In 1988 the facts and circumstances known to the parties were as follows. The "title above referred to" in the lease being the definition of the common parts was title no NGL 122287, as at 13 February 1970 [The Property Register of that title is set out in the Appendix below].
18. In 1988 the parties would not have understood that LBTH were granting rights over their entire stock of the freehold housing to the tenants of number 2 Coburg Dwellings. The references to the common parts in clauses 4(3) and 5(5)(a)(iii) and (d) of his lease are inconsistent with the respondent's interpretation. Also, from the rights conferred at paragraphs 3 and 4 of the Second Schedule, the parties would not have understood that LBTH were granting the tenants of number 2 Coburg Dwellings rights to enter any parts of their entire housing stock in their

freehold title. Further, from regulations 17 and 21 in the Fourth Schedule it could not have been the intention of the parties that the tenants of 2 Coburg Dwellings should police the whole of the LBTH's freehold housing stock in the freehold title.

Management Fee

19. Mr Freeman's evidence was that none of the four categories of administration charges shown at [186] fell within the lease. However, the Tribunal notes that this was a statutory notice to enable the respondent to recover administration charges. No such charges were levied. The management fee is not an administration charge within the meaning of the relevant legislation being the Commonhold and Leasehold Reform Act 2002. The management fee forms part of the service charge. He disputed the way in which the 15% had been calculated.

Audit Reports

20. Mr Freeman complained that the auditors' certificates were merely reports of factual findings and were not conclusive of his liability.

Bulk Rubbish

21. Bulk rubbish charges should have been recouped from those who left the bulk rubbish. Pest control charges had increased owing to the amount of rubbish left lying around.

Estate Security (Parkguard)

22. An estimated amount of £800,00 (sic) was stated as the contract amount for provision of concierge/fire marshal/play area in a letter date 16 March 2021. His Building has no concierge, play area or CCTV. Patrolling the Estate does not protect the building. The purpose stated was to improve security. That should be done by the Police. It was an exaggeration to suggest that the respondent had used the service and directly benefited from it. He had attended a short meeting with two Parkguard employees and THCH in August 2024 but was then refused their telephone numbers and he never saw them again. Mr Freeman stated that he had been the victim of three past burglary attempts, one of which succeeded.

Estate Horticulture

23. None of this relates to the building. Tree management is included but they have no trees.

Pest Control

24. This is said to cost £50,000 annually and includes proactive treatments such as sewer baiting and pigeon (sic) [control]. THCH failed to warn his neighbour to stop her feeding pigeons which had caused a nuisance to his flat. A LBTH Environmental Health Officer forced her to stop this activity 20 months later.

Sewers

25. Mr Freeman disputed the need for this work.

Entryphone

26. The Applicant disputed the need for this work. He had not seen any servicing in 35 years. Some residents had prevented closure of the door. He had suffered three previous burglaries (as above). When he moved in there was no entryphone, and he was given a set of keys.

Cleaning/caretaking

27. This expenditure had increased and was sporadic and not every week. It was limited to a 5 or 10 minute dust around for his section of the building or 15 to 30 minutes for all three blocks comprising the building. The charge covers cleaning bins, car parks and service roads and urgent removal of rubbish. There were no car parks or service roads in his street. He disputed the amount charged. He referred to two photographs of the dustbin area taken on 3 September 2025 which showed rubbish and a wheelchair in a bin shed.

Electricity

28. This has been conceded by the Applicant.

Insurance

29. The allocation basis had changed. It was previously allocation by bedrooms which would be fair. Then it was by tenure type [1108]. It is now based on rebuilding cost.
30. Mr Freeman had obtained a quote for his flat alone with a higher estimated rebuilding cost than that used by the respondent in their estimates, but with a higher excess of £350. Mr Freeman included copies of his quotes which were in the range of £260 to £342 annually, compared in 2024 with the respondent's demand for £527.30.

Television Aerial

31. This was conceded at the hearing.

The Lease

32. The salient lease provisions were helpfully set out by Ms Osler in her skeleton argument as follows, which the Tribunal adopts with enlargement as follows:

1. The terms of the Lease, by reference to the Previous Lease [229-252], comprises the following definitions:

“Demised Premises”: means the flat referred to in paragraph 3 of the Particulars and more fully described in the First Schedule hereto

“the Building” means the buildings of which the Demised Premises forms part and specified in Paragraph 4 of the Particulars

“the Common Parts”: *“...all main entrances passages landings staircases (internal and external) gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means or refused disposal (if any) and other areas included in the Title above referred to or comprising part of the Lessors Housing Estate and of which the Building forms part provided by the Lessors for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Lessors are entitled to the reversion.*

2. Clause 5(5) of the Previous Lease sets out the Lessors obligations in relation to the Common Parts, Building and Demised Premises.
3. In summary under clause 5(5) the lessor must keep in good and substantial repair and condition:

- | | |
|-----|---|
| (a) | (i) the main structure of the Building (ii) Gas water mains pipes drains waste water sewage ducts and electric cables used in common (iii) The Common Parts (iv) boundary walls and fences (v-vi) [...] |
| (b) | [...] |

- (c) Insure the Building
- (d) To clean and keep lighted the Common Parts and at the lessors discretion furnish them
- (e) [...]
- (f) To employ on such terms and conditions as the Lessors shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Lessors may from time to time in their absolute discretion consider necessary ...
- (g) [...]
- (h) [...]
- (i) –
- (j) To employ its servants or at Lessors discretion a firm of Managing Agents to manage the building and to employ or enter contracts with surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable FOR THE proper maintenance safety and administration of the Building
- (k) To maintain TV aerials
- (l) [...]
- (m) [...]
- (n) *To maintain if and when installed a rented electric porter system serving the main entrances to the Building*
- (o) *Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessors may be considered necessary or advisable*

*for the proper management maintenance safety
amenity or administration of the Building*

(p) [...]

4. At clause 3(3) of the Previous Lease the Lessee covenants to pay *“the Interim Charge and the Service Charge at the times and in the manner provided in the Fifth Schedule hereto both such Charges to be recoverable in default as rent in arrear”*.

5. The service charge machinery is comprised in the Fifth Schedule to the Previous Lease:

“Total Expenditure”: means the total expenditure incurred by the Lessors in any Accounting Period in carrying out their obligations under clause 5(5) of this Lease less sums expended from the monies set aside under clause 5(5)(p) of this Lease....and any other costs and expenses reasonably and properly incurred in connection with the Building including without prejudice to the generality of the foregoing (a) the cost of employing Managing Agents, (b) the cost of any Accountant or Surveyor employed to determine the Total Expenditure and the amount payable by the Lessee hereunder a sum equal to the Lessors reasonable costs and charges in effecting the administration and management of the Building and of the Common Parts and (c) an annual sum equivalent to the fair rent of any accommodation owned by the Lessors and provided by them rent free to any of the persons referred to in clause 5(5)(f) of this Lease;

“the service charge”: means a reasonable proportion of the Total Expenditure as is attributable to the Demised Premises;

“the interim charge” means such sum as to be paid on account of their Service Charge which the landlord or managing agents will specify at their discretion to be fair and reasonable.

THE SECOND SCHEDULE

The Included Rights

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at

all times and for all purposes in connection with the permitted user of the Demised Premises:-

(a) to go pass and repass on foot only over and through and along the common parts including the main entrances and the

passages landings halls and staircases leading to the Demised Premises PROVIDED ALWAYS the Lessor shall have the right temporarily to close or divert any of the Common Parts and the right to let garages or garage space (if any).subject to leaving available reasonable and sufficient means of access to and from the Demised Premises

(b) To pass and repass on foot only over any footpath serving the Building and the Demised Premises shown coloured brown on the plan annexed hereto or otherwise serving the Lessors Housing Estate and of which the Building forms part

(c) To pass and repass with or without private motor vehicles over any roadway serving the Building and the Demised Premises shown coloured green on the plan annexed hereto or otherwise serving the Lessors Housing Estate and of which the Building forms part

(d) To use the gardens and pleasure ground (if any) within the curtilage of the Building subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

(e) To use the clothes drying areas (if any) serving the Building

(f) To use the dustbin arrears (if any) serving the Building

3. The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas electricity smoke and fumes from and to the Demised Premises through the storage tanks sewers drains and watercourses cables pipes flues chimneys and

wires which now are or may at any time during a period of eighty years (this being the perpetuity period for the purposes of this Deed) from the date of commencement of the term be laid in or through the Building and the Common Parts and serve the Demised Premises

4. The right for the Lessee with servants workmen and others at all reasonable times upon giving three days previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building and the Common Parts for the purpose of:

(a) repairing cleansing maintaining or renewing any such storage tanks sewers drains and watercourses cables pipes flues chimneys and wires or

(b) repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises subject in either case to the Lessee causing as little disturbance as possible and making good any damage caused

THE FOURTH SCHEDULE

Regulations

17. (a) Not to use or permit the use of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights

(b) To remove forthwith upon being so required by the Lessors or their Managing Agents any object of or obstruction by the Lessee or his licensee in the Common Parts and to pay to the Lessors on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is

expressly hereby authorised and which shall be entirely at the Lessee's risk

21. Without prejudice to the generality of the foregoing or of regulations 12 and 17 hereof to observe and perform all regulations made relating to the Common Parts.

The Respondent's Case

33. The respondent's case was that in respect of each challenged item, the cost was recoverable pursuant to clause 5(5)(f) of the previous lease (see below) and had been reasonably incurred. The respondent set out a detailed statement of case, which was confirmed by a short witness statement verified by a statement of truth from Ms Akima Fraser-Bailey. She is Head of Neighbourhood and Tenancy at Hyde Group which is the merged housing association now incorporating the respondent. She has been a Housing Officer since 2010. She is a law graduate and holds a qualification in management leadership.
34. It was also the respondent's case that it was for the applicant to mount a prima facie case with evidence to counter the respondent's assertion that it has incurred costs in accordance with the lease (*Schilling v Canary Riverside Development* LRX/26/2005). As to apportionment, from *Williams and others v Aviva Investors Ground Rent GP Ltd and another* [2023] UKSC 6, the landlord was entitled to decide upon the basis of apportionment. In relation to the cases cited by Mr Freeman, Ms Osler submitted that they were not relevant.
35. In her evidence Ms Fraser-Bailey stated that she was familiar with the property. The relevant section of the block comprised 8 flats. Four were [long] leasehold properties. Costs within the block were apportioned across all eight flats. This building forms part of the Barnardo Garden Estate which comprises 283 flats across several blocks. Several of the services relate only to the subject block. Others are incurred across all properties and apportioned. Security and Horticulture are apportioned. Cleaning is provided by a direct labour force and carried out weekly. Costs are assessed using the "Crystal Ball App" which is based on time expenditure and then apportioned to the block.
36. In cross examination, Ms Fraser-Bailey explained that the electricity invoices did not reference Coburg Dwellings as they were addressed to the respondent.
37. Insurance was based on a block policy with apportionment based on number of bedrooms. In relation to insurance the blocks were high risk. There was limited choice of insurer. The estate included a park at its centre which was covered by the service charge. The invoices from Parkguard did not reference Coburg Dwellings but the personnel still went there. The auditor's certificate refers to it complying with TECH 03/11. [The agreed professional standard for service charge approval by ARMA and ICAEW³]. The auditors had seen a copy of the lease.

³ Association of Residential Managing Agents/ Institute of Chartered Accountants in England & Wales

38. In relation to the extent of the landlord's title, and to Mr Freeman's point that the landlords freehold title no NGL122287 covers a very wide area and included vaults and cellars, Ms Fraser Bailey's said that these formed part of the common parts when Mr Freeman took the lease.
39. In relation to vehicle hiring charges these were all hired for use by the respondent. Some items on the Greener Solution invoices such as toilet rolls and washing up liquid had been removed. Compactor sacks and a brush and pan were used. Bin stickers were required. The cost of staff uniforms was chargeable. The numbers of such items were large because there was a large and diverse workforce.

Caretaking /Cleaning

40. The total amount in dispute over eight years was £1,123.11 or £2.70 per week. The apportionment is across all properties owned by the Respondent. In using Crystal Ball (see above) for the Barnardo Garden Estate this is 0.69%. For the applicants block this is 0.115% which is split between all eight flats. The applicant has not evidenced any work not up to standard.

Entry Phone

41. All eight years are challenged. The total amount is £403.58. This is a one-eighth apportionment. The applicant himself raised a repair issue in 2007.

Concierge/Security

42. Six years are disputed. The amount in dispute is £101.44. These are for Parkguard to carry out security patrols on the Respondent's Estates from April 2020, following a consultation. The object is to reduce anti-social behaviour and improve safety. The service is being performed, and the applicant has met members of its staff. The cost is apportioned equally across all properties owned by the respondent.

Electricity

43. [Conceded by Applicant.]

Sewers

44. The applicant is disputing this cost over five years. The total amount is £113.94. There is express reference to sewer maintenance in the lease. Apportionment is one-eighth.

Pest Control

45. The applicant is disputing this over six years. The amount in dispute is £147.38. This falls within clause 5(5)(a) and (d) of the previous lease. This is apportioned on a one eighth basis for his block. Call outs for communal areas on the estate are apportioned by the number of homes on the estate. The respondents reject the applicant's case that the cause is bulk rubbish being left, so as to negate liability.

Bulk Rubbish Removal

46. This is disputed over six years. The total amount in dispute is £190.48. These fall within clause 5(5)(d) of the previous lease. The Applicant is liable for one eighth of the costs incurred in his block.

Management Charges

47. These are disputed for all eight years in issue. The total amount is £1215.37. This falls within clause 5(5)(j)(a). The cost is calculated at 15% of direct services provided, excluding audit management fee and insurance.

Estate Management and Horticulture

48. These are disputed for four years. The aggregate is £93.94. This falls within clause 5(5)(a) and (d) of the lease. The apportionment is based on a global contract across all estates within its ownership. Apportionment is then by number of homes per estate. The subject estate is 11%. This is then further divided by the 283 homes on the estate.

Insurance

49. Six years are challenged. The total in dispute is £1906.42. Clause 5(5)(c) obliges the respondent to insure. The respondent maintains a block policy. This covers both leasehold and rented properties. Historically apportionment was based on bedrooms but from 2024 was based on rebuilding costs.
50. At [1179] the landlord set out a detailed explanation and calculations of the premium. Marsh brokers advised the respondent on a strategy. Marsh attempted to obtain competitive quotes but only the incumbent insurer Protector would bid. Gibbs Laidler also provide independent advice.
51. In January 2023 the previous insurer withdrew from the market and only Protector would offer to contract. THCH instructed JLL to carry out a comprehensive revaluation for rebuild costs. The premium was based

on that value, downwardly adjusted, multiplied by a premium rate applied equally to all leaseholders.

Television Aerial

52. Conceded by Applicant.

Refuse Bins

53. The applicant challenges these costs for 2025 and 2026. The amount in dispute is £54.44. These costs fall within clause 5(5)(d) and this service is required to keep the common parts clean. The apportionment is one eighth of the block costs.

External Audit

54. This is disputed for 2025-26. The total amount disputed is £21.67. This falls within clause 5(5)(j)(b). The charges are estimated and reasonable.

Repairs

55. The Applicant disputes repair costs for 2024 and 2025. The total in issue is £561.47. The applicant requires evidence that repairs have been carried out. Invoices are included in the bundle.

The Tribunal's decision

56. Save for *Arnold v Britton* the Tribunal does not consider the cases cited by Mr Freeman above to be directly relevant. The factual matrices of those cases are very different from those that apply here.
57. The Tribunal finds that the meaning of “common parts” under the lease encompasses all relevant items of expenditure in relation to the landlord’s title forming part of the Lessor’s Housing Estate for the common use of residents and not demised to third parties. Such costs are not confined to the common parts of the Building. It finds no inconsistency with the provisions of the second and fourth schedule. It rejects the submissions of the applicant to the contrary. The lease does not authorise the lessee to enter other parts of the Estate let to third parties.
58. The Tribunal found Ms Fraser-Bailey to be a credible witness and in general prefers her evidence to that of Mr Freeman. However, it notes on insurance that the bedroom basis was superseded by the rebuilding cost basis.

59. The Tribunal finds that the methods of apportionment adopted by the respondent to be rational and give outcomes which are not unreasonable. Therefore, the Tribunal cannot interfere with such management decisions.
60. The Tribunal notes that the applicant has provided alternative quotes only in relation to insurance.

Caretaking/ Cleaning

61. The Tribunal prefers the landlord's case. The photographs of waste in bin stores do not by themselves demonstrate a failure to clean, because the circumstances giving rise to those images are unknown. The bulk waste deposit may have taken place shortly after a visit from the cleaners, for example. The cost of toilet rolls and washing up liquid is to be removed by the respondent. The cost is within the lease and reasonably incurred.

Electricity

62. These costs have been admitted.

Entry Phone

63. The cost is within the lease, by an express clause, and reasonably incurred. The applicant previously required repair.

Concierge /Security

64. The Tribunal accepts that the estate suffers from anti-social behaviour and the landlord is entitled to provide this service under the lease. The applicant has himself been the victim of burglaries. The cost is within the lease and reasonably incurred.

Sewers

65. The cost is within the lease and reasonably incurred

Pest Control

66. The cost is within the lease and reasonably incurred.

Bulk Rubbish Removal

67. It is unreasonable to expect the landlord to be able to identify those who dump waste. The waste has to be removed for the benefit of the block and

estate and to prevent a health hazard. The cost is within the lease and reasonably incurred.

Management Charges

68. The level of management fees is very modest. The issue with the pigeon nuisance should have been addressed by the respondent. This appeared to continue between 10 August 2022 and April 2024. To reflect this the Tribunal finds that there should be a reduction of 20% in the management fee charged to Mr Freeman for the service charge years 2022/23 and 2023/24. Save for that, the cost is within the lease and reasonably incurred.

Estate Management and Horticulture

69. The cost is within the lease and reasonably incurred.

Insurance

70. Insurance costs are expressly recoverable under the lease. The landlord provided a detailed explanation to Mr Freeman on 7 March 2025 [1179] (see above). The respondent took insurance advice and tested the market. The Tribunal finds that both the preceding basis of apportionment (number of bedrooms) and the current basis (rebuild costs) are rational and give rise to reasonable outcomes. The Tribunal rejects the quotes obtained by Mr Freeman as the excess is much higher, so they are not on a like for like basis. The disputed costs were reasonably incurred and payable.

Television Aerial

71. These items have been admitted.

Refuse Bins

72. The cost of bin stickers is within the lease and reasonably incurred.

External Audit

73. The certificates comply with the TECH 03/11 as agreed between ARMA and ICAEW. These costs are reasonably incurred and payable.

Repairs

74. The costs are reasonably incurred and payable.

Application under Para 5A Schedule 11 Commonhold and Leasehold Reform Act 2002 (“Para 5A”)

75. Subsequent to the hearing, the Applicant applied for an order under Paragraph 5A of the Commonhold and Leasehold Reform Act 2002. The applicant’s argument was that the respondent had brought the proceedings upon itself. Ms Osler referred to *SCMLLA (Freehold) Limited* [2014] UKUT 0058, which concerned a s.20C order. The Deputy President held that such an order interferes with parties’ contractual rights and obligations under a lease, and that they have potentially serious implications for landlords. Accordingly, a s.20C order “ought not to be made lightly or as a matter of course, but only after considering the consequences of the order for all those affected by it and all other relevant circumstances.” The Tribunal finds that an analogous approach is required for orders under Para 5A.
76. The applicant has brought a wide-ranging case. The applicant has been largely unsuccessful. He also made concessions. It does not accept that the respondent has brought proceedings upon itself. For those reasons it would not be just and equitable for the respondent to be deprived of such contractual rights as it may have to recoup its costs. The application is refused.

Name: Mr C Norman FRICS

Date: 22 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).

Appendix

Extract of Title number NGL122287 Edition date 13.03.2023

A: Property Register

This register describes the land and estate comprised in the title.

TOWER HAMLETS

1 (13.02.1970) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being known as 2 to 8 Redman's Road, 63 Johnson Street, Coburg Buildings, Hardinge Street, 485 to 491, 495 to 529, 697 to 711 (odd) Commercial Road, 42 to 60 Arbour Square, 5 to 19 East Arbour Street, 6 to 16 (even) and 9 to 49 (odd) Bromley Street, 2, 13 to 49 (odd), 34 to 58 (even) Belgrave Street, 13 Troon Street, 107 to 135 (odd), 38 to 86, 94 to 98 (even) and Colet Flats, White Horse Road, 1 to 28 Matlock Street, 2 to 36 (even) and 3 to 45 (odd) Salmon Lane, 1 to 8 Wakeling Street, 1 to 55 (odd) and 2 to 38 (even) Barnes Street, 1 to 16 York Square, 2 to 26 Flamborough Street, 1 to 12 Caseley Street, 1 to 34 Aston Street, 5 to 9 (odd) Ratcliffe Lane and 4 to 40 (even) Lowell Street, London

The title also includes 585 to 599, 611, 613, part of 617 and 619 and 621 to 639 (odd) Commercial Road, London.

2 (24.01.1973) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

3 (04.09.1979) Where the parts edged and numbered in green on the filed plan include parts of common accessways rights of way on foot only are reserved thereover.

4 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took affect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.

5 (11.05.1987) The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the

Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

6 The filed plan has been amended to show by number 7 in blue the extent of the vaults and cellars lying beneath Matlock Street which are included in the title.

7 (02.10.1997) The land has the benefit of the following rights reserved by the Transfer dated 18 September 1997 referred to in the Charges Register.