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**PROPERTY  
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(RESIDEN  
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PROPERTY  
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**Case reference** : **LON/00BK/LSC/2025/0684**

**Property** : **136 Harley Street, London, W1G 7JZ**

**Applicants** : **Howard de Walden Estates Ltd**

**Representative** : **Mr Loveday (Counsel)**

**Respondent** : **(1) Adrian Raoul Elbaz  
(2) Eugenia Barbat Pulgdomenech  
(3) Mr Paul and Mrs Patricia Neville**

**Representative** : **(1) No attendance  
(2) No attendance  
(3) In person**

**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 : Tribunal Judge Vodanovic  
Mr John Stead**

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

**Date of decision : 17.11.2025**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The Applicant made no application for the costs of hearing fees and no such order is therefore made.
- (3) The Applicant did not indicate that it was seeking to pass on the costs of these proceedings at this stage, wishing to reserve its position. But, the Respondents made no application under section 20 C of the Landlord and Tenant Act 1985 in any event.

## **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges and administration charges payable by the Applicants in respect of the years ending (YE) March 2022 and March 2023.

## **The hearing**

2. The Applicant was represented by Mr Loveday of Counsel. Mr Ian Sands attended as the Applicant’s witness. Helen Jackson, property manager for the Applicant, also attended but took no active part in the proceedings.
3. Mr and Mrs Neville appeared in person. Mr Neville explained his wife suffered from Alzheimer’s and he was therefore the only one to make representations.
4. No other Respondents attended and they took no active part in the proceedings. Nothing was filed by them by way of an objection to the Application.
5. The tribunal had the benefit of an appeal bundle which ran to 579 pages. All references to numbers in square brackets within this decision are references to the physical page numbers within the bundle, as opposed to the digital numbering of the pdf.
6. Mr Neville did not have a copy of the bundle with him. He confirmed however that he had received a copy of it and had ample opportunity to consider its contents. He indicated to the Tribunal that he did not need it in order to make the points which he wanted to make. He did have copies of his own documents and Mr Sands’ witness statement. It was agreed that throughout the hearing, if needed, Mr Loveday would share his electronic

copy of the bundle with Mr Neville, and this was indeed what happened on occasion.

### **The background**

7. The Property which is the subject of this application is a building with a basement, ground floor and first floor all of which served as commercial premises, namely a Fertility Clinic. Floors 2, 3 and 4 contained residential premises in the form of Flats 2, 3 and 4. R1 is the leaseholder of Flat 2, R2 is the leaseholder of Flat 3, and Mr and Mrs Neville are the leaseholders of Flat 4.
8. The Applicant is the freeholder and brings this application for a determination of the payability of service charges by the Respondents and seeks a determination that the service charges are reasonable. There has been a dispute between the parties, where the service charges have remained unpaid for the service charge years 2022/2023 and 2023/2024.
9. Directions were issued by the Tribunal back in April 2025 and the Respondents were required to provide their evidence and any legal arguments by 5.6.2025. None did so but Mr Neville did get in touch with the Tribunal Service shortly thereafter stating he was recovering from surgery and required more time. The directions were varied to extend the date for compliance to 8.8.2025 in relation to evidence and any legal arguments.
10. R1 and R2 did not respond at all and have not engaged with this process. Mr Neville emailed the Tribunal on 7.8.2025 in a one page email [242] and raised a few points that he wanted the Tribunal to consider.
11. The Applicant responded to that email within the witness statement of Mr Ian Sands and addressed a number of the queries raised.

### **The application as against R1 and R2**

12. The Application for the determination of service charges owed by R1 relates to the amount of £26,272.01 for YE 2023 and 2024. No objection has been raised by R1 as to the payability of these service charges in principle, or indeed the reasonableness of any particular amount of the service charges. The sum sought as against R1 is therefore payable, save for a re-calculation based on the agreement reached between R3 and the Application on the issue of cleaning, as set out below.
13. The Application for the determination of service charges owed by R2 relates to the amount of £33,324.04. No objection has been raised by R2 as to the payability of these service charges in principle, or indeed the reasonableness of any particular amount of the service charges. The sum sought as against R2 is therefore payable, save for a re-calculation based on the agreement

reached between R3 and the Application on the issue of cleaning, as set out below.

14. For reasons which will be set out below, none of the other determinations relating to Mr Neville's dispute with the Applicant affect any of the remainder of the service charges demanded from either R1 or R2.

**The issues to be determined in the dispute between the Applicant and Mr and Mrs Neville**

15. At the start of the tribunal hearing, Mr Neville was invited to indicate what was in issue between the parties. He started off by stating that he did not have an issue paying service charges and had been paying them for years. He appeared to accept he had a contractual liability to pay service charges.

16. In relation to the Applicant's Case which set out four points, Mr Neville was asked specifically whether he objected to:

- i. The interim service charges for the year 2022/2023 and his liability to pay them.

***Mr Neville confirmed he did not object to paying these.***

- ii. The balancing payment of £1,263.65, for the year 2022/2023.

***Again, Mr Neville confirmed he did not object to paying these sums.<sup>1</sup>***

- iii. The interim service charges for the year 2023/2024 and his liability to pay them.

***Mr Neville confirmed he did not object to paying these.***

- iv. The balancing payment of £26,556.47 for the year 2023/2024.

***Mr Neville confirmed not all of the items were in issue. The majority was payable by him but there were a few items which he did want the Tribunal to consider.***

17. The Tribunal had one document only from Mr Neville which it could possibly treat as an objection to the payment of service charges - see page [242]. It did indeed treat that document as Mr Neville's response to the

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<sup>1</sup> Although see paragraph 20 below.

Application and limited Mr Neville's objections to those raised within that document.

18. Mr Neville was asked whether all of the points in his email were still in issue given that some of them were more general questions rather than objections to the payability of service charges or the reasonableness of the amounts charged.
19. Following an indication from Mr Neville as to what was still in issue, the Tribunal proceeded to narrow the issues in the following way:
  - i. The explanation given by Mr Sands in his witness statement as to what happened to the roof tiles and the skylight and the fact this had not been charged to the Respondents was accepted by Mr Neville such that this was no longer in issue.
  - ii. Moreover, the explanation provided by Mr Sands as to some of the tender items not being carried out and therefore not being charged to the Respondents was also accepted by Mr Neville such that this was no longer in issue.
  - iii. The 'lift issue' and cleaning charges were the only two items in dispute. Both were in essence a dispute over the amounts charged for each of the items. The Tribunal therefore considered the reasonableness of the amounts charged within the context of section 19 of the Landlord and Tenant Act 1985.
20. Initially, Mr Neville indicated that he did not dispute anything arising out of the 2022/2023 service charge year but it later transpired that some of the lift issues and the cleaning issues did in fact span the period of this service charge year and the points were therefore dealt with in evidence and in submissions.

#### **Issue (i): The lift**

21. Mr Neville was not content with the functioning of the lift. The old lift (prior to 2021) functioned well. It was replaced, at no cost to the Respondents, in 2021. Following its installation, there was disruption to the staircase and the hallway, but more importantly the lift functioned poorly, despite being new.
22. Mr Neville described six 'trappings' in the lift over the course of about 2 years. He and his wife were personally trapped on three occasions during this period, and the other Respondents were trapped a further three times. This was a total of six trappings despite the lift being new. In the last year or so, a lift consultant has been engaged who appears to have resolved the problem and the lift is now functioning well.

23. Mr Neville accepted that he did not know what the cause of the malfunction of the lifts was which resulted in the six trappings, and he could not say that it was because the lift was inherently faulty. He did not provide any details as to when exactly these trappings occurred either.
24. It was accepted by him that maintenance of the lift and the servicing of the lift were charges reasonably incurred for which he as a leaseholder was responsible. He did not raise any objection to the contractual liability to pay the service charges in respect of the lift.
25. What Mr Neville objected to was being charged for repairs/call outs to a lift, all of which came shortly after it was newly installed.
26. Having examined the invoices for both service charge years 2022/2023 and 2023/2024, there were four invoices in total which had been included within the service charges that concerned lift repairs/call outs.
27. They are as follows:
  - (1) A call out charge on 25.4.2022 [258]
  - (2) A call out charge on 17.5.2022 [260] with reference to trapped persons
  - (3) A call out charge on 13.9.2022 due to loss of power [270]
  - (4) A call out charge (and other items) on 31.10.2023 [284]

### **The tribunal's decision**

28. No deductions are made to the service charges relating to the lift, for the call out invoices or otherwise.

### **Reasons for the tribunal's decision**

29. The tribunal does not accept Mr Neville's arguments as being sufficient to challenge the reasonableness of the service charges incurred relating to the lift. He did not dispute having to pay for the maintenance of the lift and the servicing thereof. A large proportion of the service charges relating to the lift for both YE 2023 and 2024 was in relation to those two items.
30. What Mr Neville had issues with was the number of call out fees which were as a result of a faulty lift and it was unreasonable to charge him for it. Whilst he indicated there had been six trappings, the call out invoices only referred to one trapping in the lift (17.5.2022). There were three call outs in the course of two years for technical breakdowns, and not the six that Mr Neville

referred to. One of the call outs was due to loss of power (13.9.2022) with there being no suggestion of any mechanical breakdown.

31. The above evidence did not and could not lead to the conclusion that the lift was somehow inherently faulty or that the various call outs and subsequent repairs were not of a reasonable standard such that they should not be charged to the leaseholder. The number of repairs (namely 4) over the course of two years was not conclusive of that. There was no evidence, as Mr Neville accepted, as to why the lift broke down on the occasions that it did. Whilst one might not expect a new lift to break down, it is not inconceivable that it does on occasion.
32. The Tribunal concluded that the lift call out invoices/charges presented to the Tribunal were reasonable in amount and there is nothing to suggest the work done was of an unreasonable standard.
33. Mr Neville's real issue appears to relate to the inconvenience caused to him as a result of the lift being out of operation. That is a separate issue for which he may have a remedy in another forum. It was not for this Tribunal to determine any issues relating to that.

#### **Issue (ii): Cleaning**

34. Mr Neville started his arguments by stating that it was 'not about the money'. Nevertheless, the issue raised by him was the fact he was being charged for cleaning of the fourth floor at a time when the carpets had been ripped up, due to the lift installation, and had not been replaced. He claimed that nothing above the third floor had been cleaned for the period from the date of the installation of the lift (2021) until some point in 2023.
35. There was a meeting between Mr Neville and Mr Sands in around July 2023 when Mr Neville complained about the standard of cleaning. Mr Sands agreed that the standard was not good enough and he was to speak to the facilities management team. It seems that the standard of cleaning got better thereafter.
36. Mr Neville's argument was that he should not have to contribute to the communal cleaning costs at all for the YE 2023 or indeed to the end of 2023, which is when the carpet got replaced, a part of which falls within the YE 2024.
37. During submissions, Mr Loveday made a concession on behalf of the Applicant, offering to reduce the amount charged for cleaning from £399.55 per month (spread across all the leaseholders) by £50 for a period of 16 months, namely from 1.4.2022 to the end of July 2023 (the date of Mr Sands' intervention). This would reduce the overall cleaning cost to £349.55 per month and Mr Neville would then be responsible for a proportion of that cost, relative to the percentage which he paid for service charges.



38. This concession was made on the basis that the top floor was not being cleaned for that period.
39. Mr Loveday was asked to explain the proposal twice during the hearing and Mr Neville indicated he fully understood what was being proposed. This concession was agreed by the Respondent such that there was no longer any dispute for the Tribunal to determine in relation to this item.

### **The Tribunal's decision**

40. The only deduction to be made to the service charges which are the subject of this Application is as per the agreement reached between the parties as set out above.
41. Given that the overall cleaning costs had been reduced by agreement between the Applicant and Mr Neville, they would in turn affect the overall service charges to be claimed against R1 and R2 and the figures claimed against them would have to be re-calculated accordingly.

### **Costs**

42. The Applicant had initially made an application for reimbursement of the fees that they paid in respect of the application and the hearing. At the hearing, this was no longer pursued and no such order is therefore made.
43. Mr and Mrs Neville, and none of the other Respondents, made no other application in this application.

**Name:** Judge Vodanovic

**Date:** 17.11.2025

### **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).