



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

Case Reference : **MAN/00BP/LSC/2024/0601**

Property : **110 Egerton Street, Oldham, OL1 3UE**

Applicant : **Jerha Tshino**

Respondent : **First Choice Homes Oldham Limited**
Respondent's Representative : **Anthony Collins Solicitors LLP**

Type of Application : **Landlord & Tenant Act 1985 – s 27A**
Landlord & Tenant Act 1985 – s 20C
Commonhold & Leasehold Reform Act 2002 – para 5 sch 11

Tribunal Members : **Judge Richard M. Dobson-Mason LLB**
Mr Kenneth Kasambara FRICS

Type & Venue of Hearing : **In Person**
Manchester Residential Property Court

Date of Decision : **8 October 2025**

DECISION

DECISION

- (1) The Tribunal determines that the service charges for the Property in respect of the Grounds Maintenance and Caretaking Charge for the service charge year 1 April 2022 to 31 March 2024 are reasonable.**
- (2) The Tribunal determines that the service charges for the Property in respect of the Grounds Maintenance, Caretaking Charge and Door Entry charge for the service charge year 31 March 2023 and 1 April 2023 are reasonable.**
- (3) The Tribunal declines to make an order under s 20C Landlord and Tenant Act 1985 and / or para 5A sch 11 Commonhold and Leasehold Reform Act 2002.**

REASONS

Background

1. The Application relates to 110 Egerton Street, Oldham, OL1 3UE (*“the Property”*).
2. The Applicant is Jerha Tshino, the long leaseholder of the Property, being one of 13 flats within a block of flats known as 94 to 118 (inclusive, but even numbers only) Egerton Street, Oldham (*“the Building”*).
3. The Respondent is First Choice Homes Oldham Limited, the Landlord of the Property.

The application

4. On 10 October 2024, the Applicant made an application for an order under s 27A LTA 1985 for a determination as to the reasonableness and payability of the service

charges in respect of the Grounds Maintenance and Caretaking Charge relating to the Property for the service charge year 1 April 2022 to 31 March 2023 (“2022/2023”), and the Grounds Maintenance, Caretaking Charge and Door Entry Charge relating to the Property for the service charge year 1 April 2023 to 31 March 2024 (“2023/2024”), additionally alleging that unspecified issues in respect of Sch 8 Building Safety Act 2022 (*“the BSA”*) arise (*“the Application”*).

5. The Applicant seeks further orders in respect of s 20C Landlord and Tenant Act 1985 (*“LTA 1985”*) and para 5A sch 11 Commonhold and Leasehold Reform Act 2002 (*“CLRA 2002”*) to restrict the recovery of the costs of the proceedings as service charges and / or administration charges.

The lease

6. The Applicant’s interest in the Property is derived from a Lease dated 8 August 2022 between the Applicant and the Respondent (*“the Lease”*).
7. The relevant terms of the Lease are as follows: -

3. THE Property is leased together with the rights specified in Schedule A hereof so far as the Landlord can demise the same and subject to the rights in Schedule B hereof (and the restrictive covenants and incumbrances specified in Schedule C hereof)

4. THE Lessee covenants with the Landlord:-

(c) To pay on demand:-

(i) the amounts specified in the first proviso to Schedule A hereof

(ii) a reasonable part of the costs incurred or to be incurred by the Landlord in carrying out repairs to the Property and to the remainder of the Building within the repairing obligations of the Landlord under Clause 6(a) of this Lease

PROVIDED THAT the Lessee is not required to pay during the initial period as defined in Schedule 6 paragraph 16B of the Act (being generally 5 years from the date hereof):-

(a) in respect of works of repair itemised in the estimates contained in the Notice served on the Lessee's estimated contribution in respect of each itemised work of repair together with an inflation allowance

(b) in respect of works of repair not so itemised at a rate exceeding the estimated annual average amount shown in the estimates together with an inflation allowance AND PROVIDED THAT where between the date of the service of the Section 125 Notice and the date hereof the Landlord has carried out works of repair to the Property and has if required served notice in accordance with Section 20 of the Landlord and Tenant Act 1985 or any statutory modification or re-enactment thereof in respect of the cost of those works the initial period for the purposes of Schedule 6 paragraph 16B(4)(a) of the Act or any statutory modification or re-enactment thereof shall commence on the date immediately preceding the carrying out of those works and the Landlord may accordingly charge the Lessee with the full cost of the said works of repairs

(iii) a reasonable part of the costs incurred or to be incurred by the Landlord in carrying out improvements in accordance with paragraph (d) of Schedule B hereof to the Property and to the remainder of the Building PROVIDED THAT the Lessee is not required during the initial period as defined in Schedule 6 paragraph 16C of the Act (being generally 5 years from the date hereof):-

(a) any payments in respect of works of improvement for which no estimate was contained in the Section 125 Notice

(b) in respect of works of improvement for which an estimate was given in the Section 125 Notice (and specified in Schedule E hereto) any more than

the amount shown as the Lessee's estimated contribution in respect of those works together with an inflation allowance AND PROVIDED THAT where between the date of the service of the Section 125 Notice and the date hereof the Landlord has carried out works of improvement to the Property or to the Building the initial period for the purposes of Schedule 6 paragraph 16B(4)(a) of the Act or any statutory modification or re-enactment thereof shall commence on the date immediately preceding the carrying out of those works and D-4 the Landlord may accordingly charge the Lessee with the full cost of the said works of improvement

(iv) a reasonable part of the cost of the insurances within the insuring obligations of the Landlord under Clause 6(e) of this Lease”.

(i) To pay such charges for the supply of heat as the Landlord shall from time to time determine and at the rate of which 7 days notice shall have been given by the Landlord to the Lessee such payments to be made quarterly on demand

SCHEDULE A

(f) The benefit of the following services:-

Entry Phone, Non-residential Caretaking Communal Lighting, Group or District Heating, Maintenance of building and common landscaped areas, Insurance, Insurance Premium Tax and Administration, any such services as the Landlord might from time to time supply PROVIDED that the exercise of all rights specified in this Schedule shall be subject to the contribution by those claiming to exercise the same of a share of reasonable costs of keeping all structures or apparatus affected by such rights in good repair and working order (including replacement where necessary) proportionate to the number of properties using the same and a share of reasonable costs of providing and maintaining any services ...

SCHEDULE C

Head of Charge	Amount
Maintenance of building and common landscaped areas	£48.80
Door entry system	£29.22
Caretaking	£209.40
Communal Lighting	£47.18
Insurance	£100.78
Insurance Premium Tax	£12.09
Communal Heating Charged per kWh	
Administration – add 10% (excluding D & G Heating)	£44.79

SCHEDULE D

Details of Work	Estimated amounts (at current prices) of likely cost	Estimate of your likely contribution
Environmental Repairs	£635.00	£48.85

SCHEDULE E

Details of Work	Estimated amounts (at current prices) of likely cost	Estimate of your likely contribution
Renewable/Sustainable energy and associated works	£27,000.00	£2,076.92

The law

8. The Tribunal is given jurisdiction to decide the reasonableness and payability of service charges by s 27A Landlord and Tenant Act 1985 (*"LTA 1985"*), which provides: -

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—

- (a) the person by whom it is payable,*
- (b) the person to whom it is payable,*
- (c) the amount which is payable,*
- (d) the date at or by which it is payable, and*
- (e) the manner in which it is payable.*

9. Subsection 2 provides that the application may be made whether or not any payment has been made by the Applicant.
10. The meaning of the expression "service charge" is set out in s 18(1) LTA 1985, meaning:

"...an amount payable by a tenant of a dwelling as part of or in addition to the rent-

- (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements, or insurance or the landlord's costs of management, and*
- (b) the whole of any part of which varies or may vary according to the relevant costs.*

11. In making any determination under s 27A LTA 1985, the Tribunal must have regard to ss 19(1) & (2) LTA 1985 which state:

- a. Relevant costs shall be taken into account in determining the amount of a service charge payable for a period-*

- (a) only to the extent that they are reasonably incurred, and*
 - (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly*
 - b. Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.*
12. “Relevant Costs” are defined for these purposes by s 18(2) LTA 1985 as:
- The costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.*
13. S 20C LTA 1985 provides that the Tribunal may restrict the recoverability of the costs of the proceedings as service charges, where it states: -
- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before...the First-tier Tribunal...are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.*
 - (2) The application shall be made...*
 - (ba) in the case of proceedings before the First-tier Tribunal, to the tribunal.*
 - (3) The...tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.*

14. Para 5A sch 11 CLRA 2002 mirrors s 20 LTA 1985 above but applies to costs that may be recovered as administration charges, as opposed to service charges.
15. The Tribunal is given jurisdiction to decide the reasonableness and payability of administration charges by s 158 Commonhold and Leasehold Reform Act 2002 (“CLRA 2002”), which provides: -

Schedule 11 (which makes provision about administration charges payable by tenants of dwellings) has effect

16. Para 5 sch 11 CLRA 2002 provides that: -

(1) An application may be made to the appropriate tribunal for a determination whether an administration charge is payable and, if it is, as to—

- (a) the person by whom it is payable,*
- (b) the person to whom it is payable,*
- (c) the amount which is payable,*
- (d) the date at or by which it is payable, and*
- (e) the manner in which it is payable.*

17. Para 2 sch 11 CLRA 2002 states that: -

A variable administration charge is payable only to the extent that the amount of the charge is reasonable

18. The meaning of the expression “administration charge” is set out in para 1 sch 11 CLRA 2002, meaning:

“...an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable-

- (c) *in respect of a failure by the tenant to make a payment by the due date or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant, or*
- (d) *in connection with a breach (or alleged breach) of a covenant or condition in his lease*
19. Insofar as the BSA is concerned, para 2 Sch 8 BSA states that: -
- (1) *This paragraph applies in relation to a lease of any premises in a relevant building.*
- (2) *No service charge is payable under the lease in respect of a relevant measure relating to a relevant defect if a relevant landlord-*
- (a) *is responsible for the relevant defect, or*
- (b) *is associated with a person responsible for a relevant defect.*
- (3) *For the purposes of this paragraph a person is "responsible for" a relevant defect if—*
- (a) *in the case of an initial defect, the person was, or was in a joint venture with, the developer or undertook or commissioned works relating to the defect;*
- (b) *in any other case, the person undertook or commissioned works relating to the defect.*
- (4) *In this paragraph—*
- "developer" means a person who undertook or commissioned the construction or conversion of the building (or part of the building) with a view to granting or disposing of interests in the building or parts of it;*
- "initial defect" means a defect which is a relevant defect by virtue of section 120(3)(a);*
- "relevant landlord" means the landlord under the lease at the qualifying time or any superior landlord at that time.*

20. “Relevant building” is defined by s 117 BSA as follows: -

(2) "Relevant building" means a self-contained building, or self-contained part of a building, in England that contains at least two dwellings and—

(a) is at least 11 metres high, or

(b) has at least 5 storeys. This is subject to subsection (3).

21. “Relevant measure” is defined by para 1 BSA as: -

in relation to a relevant defect, means—

(a) a measure taken to remedy the relevant defect, or

(b) a relevant step taken in relation to the relevant defect.

22. “Relevant steps” is defined by s 120(4A) as: -

in relation to a relevant defect, means steps which have as their purpose—

(a) preventing or reducing the likelihood of a fire or collapse of the building (or any part of it) occurring as a result of the relevant defect,

(b) reducing the severity of any such incident, or

(c) preventing or reducing harm to people in or about the building that could result from such an incident.

23. “Relevant defect” is defined by s 120(2) BSA as follows: -

(2) "Relevant defect", in relation to a building, means a defect as regards the building that—

(a) arises as a result of anything done (or not done), or anything used (or not used), in connection with relevant works, and

(b) causes a building safety risk.

24. “Building safety risk” is defined by s 120(5) BSA as follows: -

(5) *For the purposes of this section—*

"building safety risk", in relation to a building, means a risk to the safety of people in or about the building arising from—

(a) the spread of fire, or

(b) the collapse of the building or any part of it.

Directions

25. Directions were made by a Legal Officer on 4 June 2025 (*"the Directions"*) requiring, *inter alia*, the disclosure of documents, sequential filing and service of the parties' statements of case and evidence in support, and a schedule or spreadsheet showing the service charge costs or items in dispute and the parties' comments on each item (*"the Schedule"*).

26. In compliance therewith: -

- a) The Respondent provided initial disclosure and filed a Statement dated 2 July 2025 setting out the total service charges it believes to be payable by the Applicant for each year in dispute, with Schedule 1 dealing with service charge year 2022/2023, and Schedule 2 with 2023/2024.
- b) The Applicant filed a Statement of Case dated 23 July 2025.
- c) The Respondent replied with its own Statement of Case dated 12 August 2025, together with witness statements of Stephen Hurst, Ian Pendry, Helen O'Donnell, and Craig Lancaster, all dated 12 August 2025.
- d) The Applicant filed a Statement in Reply dated 19 August 2025.
- e) The Applicant prepared the Schedule using which the Respondent replied to the disputed items.

The hearing

27. Prior to the hearing, an inspection of the interior and exterior of the Property was carried out, during which the Applicant identified various of the issues complained of, including that there was litter in the garden areas surrounding the Property and that there were grass cuttings on the path, and that, in the common areas internally, there was a partially repaired hole in the ceiling and apparent damage to the floor covering on the stairs caused by water.
28. The hearing took place in person on 8 October 2025.

The Issues

29. The issues to be decided by the Tribunal were: -
 - 1) Whether the charge raised to the Applicant in respect of heating and hot water, which was provided by way of the District Heating Network, is a variable service charge for the purposes of the LTA 1985.
 - 2) Whether, in compliance with s 22(2)(b) of the LTA 1985, in respect of the Applicant's request to inspect supporting accounts relating to the service charge year 2023/2024, it was unreasonable for the Respondent to refuse to provide the Applicant with copies by way of USB stick or email.
 - 3) Whether the services charges for the Property in respect of Grounds Maintenance and Caretaking Charge for the service charge years 2022/2023 and 2023/2024 are reasonable.
 - 4) Whether the BSA applies to the Property and, if so, the effect of the same on the service charges levied for service charge years 2022/2023 and / or 2023/2024.

Preliminary application

30. The Applicant had sent an email to the Tribunal, copied to the Respondent, dated 2 October 2025 stating that he wanted to play video evidence during the hearing.
31. At the beginning of the hearing, the Applicant informed the Tribunal that there were 5 videos and that he had brought 2 laptops with him which could be used to play them.
32. The Tribunal asked what years the videos were from and how they were relevant to the Application. The Applicant explained that there were 4 videos from this year showing how the Respondent operates the equipment, and 1 video from 2022, which showed the roof leaking.
33. The Respondent submitted that the videos were not relevant, in that they were dated 20 February 2022 and 31 December 2024 and so outside of the service charge years 2022/2023 and 2023/2024 period.
34. The Tribunal refused the Applicant permission to rely on the video evidence, on that basis that there was no requisite formal application or witness statement in support explaining the relevant details and seeking permission, the videos were not relevant to the Application given their dates, and the Applicant had provided a plethora of photographs included in the hearing bundle which he could rely on to identify the issues complained of.

Determination

Applicants' evidence

35. The Applicant did not file a witness statement, but he briefly explained the comments set out in his Statement of Case and Reply.

36. The Respondent asked questions of the Applicant regarding the lack of dates on the photographs which appeared to show rubbish accumulating outside the Property. In summary, the Applicant agreed that there were no dates on the photographs themselves (albeit they were recorded in their metadata) but stated that the photographs showed it took between 5 December 2022 and 20 December 2022, some 15 days, for the rubbish in question to be removed by the Respondent.

Respondent's evidence

MR HURST

37. The Respondent called Mr Hurst to give evidence, which addressed how the service charges were calculated and apportioned, along with information about the District Heating Network and payment for the cost of heating and hot water provided to the Property.
38. The Applicant asked Mr Hurst a series of questions regarding the accounts for Actual Costs accounts, including regarding the Respondent leasing vehicles and equipment for the grounds maintenance and caretaking teams. Mr Hurst explained that the vehicles were leased, whereas the other equipment was purchased, some of the cost of which was recovered via the service charge. Mr Hurst confirmed that no charge is made for grounds maintenance for 'winter works'. The Applicant asked Mr Hurst about the large deduction from the service charge for 2022/2023 for winter works and void works, and the lack of deduction for winter works in 2023/2024. Mr Hurst explained that the latter was due to a change in accounting practice but that the winter works were still not charged in 2023/2024, and that void works related to things like clearing and tidying up a vacant flat. The Applicant also asked about the small equipment purchases for 2022/2023, which Mr Hurst explained would include battery powered equipment, replacement batteries, leaf blowers, rakes, and edging equipment, mops, buckets etc.

MR PENDRY

39. The Respondent then called Mr Pendry to give evidence, which dealt with grounds maintenance, including what works are carried out, the routine for visits to the Building, and the equipment used.
40. The Applicant asked Mr Pendry regarding a complaint which he made regarding operatives sitting in vans, which he said he responded to by visiting the site and confirming that the team were working and the work was of good quality. The Applicant asked about clearance of grass cuttings from paths, which Mr Pendry said were cleared using blowers. The Applicant also asked about the fuel usage of the vehicles used by the grounds maintenance team in 2022/2023. Mr Pendry stated that the fuel was used by the 8 vans, and the equipment, which included around 15 stand-on lawn mowers, 20 plus lawn mowers, 20 plus trimmers, and 12 blowers, all of which used a lot of diesel and petrol respectively.

MRS O'DONNELL

41. The Respondent called Mrs O'Donnell to give evidence, which addressed the caretaking services provided to the Building, including the frequency of visits, the work undertaken, complaints received from the Applicant, and fly tipping.
42. The Applicant asked Mrs O'Donnell about the uniform and equipment used by the caretaking staff, including battery operated machinery like vacuum cleaners and motorised scrubbers, which she confirmed were used during 2022/2023 and 2023/2024 in respect of the Property. The Applicant asked her whether there were any void works in respect of caretaking services for those years, which she denied. Particularly, the Applicant asked Mrs O'Donnell about photographs from December 2022 which appeared to show a build up of rubbish that was not removed for 15 days and why it had not been collected. She said that it may have been related to fly tipping, which needed to be inspected and investigated. She also said that it could

have been due to bank holidays and staffing issues around the festive period, noting that the Building is usually cleaned every 14 days, with additional visits in between for 'bulk and bin runs'.

MR LANCASTER

43. Finally, the Respondent called Mr Lancaster to give evidence, which related to the door entry system at the Building and the related charges for providing that system and repairing it.
44. The Applicant asked Mr Lancaster about an error in an invoice for door entry hosting for 2023/2024 in respect of the 'Contract Start Date' and 'Existing Contract Renewal Date', which he confirmed was an error in the schedule supporting the invoice, not the invoice in question, and made by the supplier, where it should have referred to the service charge year 2023/2024 instead. He also confirmed that the charge was made annually for hosting the door entry system which was paid a year in advance.

The Schedule & Submissions

45. When reviewing the Schedule and the parties' comments thereon, contrary to the understanding of the Respondent and the Tribunal and the layout of the document itself, for the service charge year 2022/2023, the Applicant stated that his comments underneath the cell labelled 'Building Maintenance – Caretaking Charge' in fact related to both Grounds Maintenance and Caretaking Charge, not just Caretaking Charge. This was contrary to the layout of the Schedule for service charge year 2023/2024. The Respondent submitted that it had not had the opportunity for it, nor its witnesses, to respond to the Applicant's specific points regarding Grounds Maintenance for 2022/2023, and thus it was prejudiced. The Tribunal agreed, noting that it was the Applicant who prepared the document. Accordingly, the

Applicant agreed that the comments in relation to specific items in the Schedule for 2022/2023 would be treated as solely relating to Caretaking Charge.

46. The parties were given an opportunity to explain their comments on the specific items in the Schedule and to make submissions regarding their position on the issues identified above.

Issue 1 – Heating & Hot Water

47. The Respondent submitted that the heating and hot water supply does not come within s 18 LTA 1985 as it is a personal supply and cost, based on usage using a prepayment meter, which is outside the Tribunal's jurisdiction. Furthermore, it was not an item included in the Schedule by the Applicant. The Respondent treats this charge separately and corresponds with the Applicant separately in relation to the same. The issue was before the County Court at Manchester previously in case number 355MC179 between the same parties, and by Judgment dated 5 October 2023, District Judge Hatzer confirmed at paragraph 17 that 'this is clearly a contractual arrangement, in my view, and not a service charge'. This was supported by the decision of the Upper Tribunal in the case of *PAS Property Services Limited -v- Mr & Mrs S D Hayes* [2014] UKUT 0026 (LC) ("*the PAS case*") which related to a similar hearing and hot water system.
48. The Applicant submitted that the charge was analogous to the communal gas supply as considered in the First-tier Tribunal decision dated 15 May 2020, case reference MAN/00BP/LDC/2020/0004 which considered an application by the Respondent for dispensation from consultation requirements. Further, he relied on the Respondent's 'Rent and Service Charge Setting Policy dated January 2023', in particular paragraphs 2.6.1 and 2.6.2, and the Leaseholder Information Sheet No 4 under the heading 'communal heating'.
49. The Tribunal determined that, in accordance with the abovementioned County Court (albeit recognising that this related to a tenancy, rather than the instant

leasehold situation) and Upper Tribunal cases, the heating and hot water charges are not a service charge for the purposes of s 18 LTA 1985. It was agreed by the Applicant, and observed during the inspection, that the Applicant has a prepayment meter. Paragraph 2.6.1 of the Respondent's 'Rent and Service Charge Setting Policy dated January 2023' clearly refers to the heating and hot water charges being charged back through the service charge where the leaseholder or tenant does not have a prepayment meter. Furthermore, the PAS case was confined to determining whether to grant dispensation regarding the gas supply contract and made no finding in respect of the treatment of the District Heating Network *vis-à-vis* whether the heating and hot water charges would amount to a service charge, and that dispensation in that case was in fact required because the system provides heating to communal areas in other blocks and thus some residents are charged a corresponding service charge in respect of the same.

Issue 2 – s 22(2)(b) LTA 1985 compliance

50. The Respondent submitted that the Applicant had made various requests for a summary of relevant costs, purported to be pursuant to s 21 LTA 1985. The Respondent had explained to the Applicant that those requests were invalid, save for that dated 11 April 2024, which requested a summary of all service charge costs incurred for the last accounting period, i.e., 2023/2024. The Applicant sent a letter of claim to the Respondent dated 11 July 2024 stating that he was withholding the service charge for 2022/2023, pursuant to s 21 LTA 1985, because the Respondent had failed to provide the information for that period. Ultimately, on 30 September 2024, the summary was provided, along with, on 4 November 2024, a similar summary for 2022/2023. On 30 January 2025, the Applicant requested inspection, which took place on 6 March 2025 and 27 March 2025 and included the accounts, records and information for 2022/2023 and 2023/2024. S 22(2)(b) states that the Respondent is required to afford the Applicant reasonable facilities to take copies or extracts from the supporting accounts and information, which the Respondent did, and s 22(5)(b) entitles the Respondent to charge for providing said copies. It does not state that it must provide them via USB or email.

51. The Applicant submitted that he was entitled to withhold the service charges for 2022/2023 under s 21A LTA 1985, that without the Respondent providing the records to him for that period then it could not show that they were reasonable, and that the Respondent's insistence on printing copies of the accounts for 2023/2024 was unreasonable when it was cheaper to email them.
52. The Tribunal noted that the Applicant had invited it to determine whether it was reasonable for the Respondent to refuse to provide a copy of the accounts, inspected by the Applicant for the period 2023/2024 pursuant to s 22 LTA 1985, by email or USB. Notwithstanding, it noted that s 21A LTA 1985 had not yet been brought into force. The Tribunal finds that s 22 LTA 1985 only requires the landlord to make facilities available to the tenant to inspect the accounts, receipts or other documents supporting a s 21 LTA 1985 summary and for the taking copies or extracts from them, and it provides that the landlord may make a reasonable charge for providing facilities to take copies or extracts; it places no requirement on the Respondent to provide copies or extracts to the Applicant by a particular means, and therefore offering to provide printed copies at a reasonable charge is not unreasonable.

Issue 3 – reasonableness of service charges

53. The Respondent submitted that the Applicant had not contended, in the Application, that he was not obliged to pay the service charge or that the services in question were not covered by the Lease. The charges were reasonable, and the services provided were of a good standard. The witnesses that it called during the hearing supported that contention, and explained details of the services carried out, the standard of the same, and the calculation of the cost. As to the apportionment, it was reasonable to divide the cost to the Building by 13, being the number of flats therein, to produce the charge payable in respect of the Property.
54. The Applicant submitted that, *inter alia*, items like parking and plant hire were included in the service charge but had nothing to do with the Property, the vehicles

(which were leased) were used for other tasks, the grounds maintenance included charges for other areas, tipping was also included in the service charge but that service was not provided, and that mobile phone and vehicle leasing costs were qualifying long-term agreements but no consultation took place regarding them.

55. As to the latter point, pursuant to s 20 LTA 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003, the Tribunal observes that a qualifying long-term agreement is one for a period of more than 12 months where the contribution from each tenant is above £100 in any given accounting period. There was no evidence before the Tribunal regarding the length of the related agreements, however, the contribution limit criterion was not met.
56. As to the Applicant's challenges to the service charge generally, it is trite law that the Applicant is required to show a *prima facie* case regarding the unreasonableness of each of the items of service charge that he disputes.
57. The Tribunal noted that the Applicant's complaints in the Application Notice differ in many ways from those in his Statement of Case, which in turn differ from those in the Schedule.
58. By reference to the Schedule and the Applicant's evidence and submissions during the hearing, however, it was apparent that the Applicant challenged the Grounds Maintenance and Caretaking Charge for 2022/2023, and the Grounds Maintenance, Caretaking Charge, and Door Entry Charge for 2023/2024. That was notwithstanding that he challenged almost every component which made up those particular heads of service charge, and offered nil in respect of each component, save for a few where he made a fairly trivial offer.

ISSUES ON INSPECTION

59. The Applicant showed the Tribunal during the inspection evidence of rubbish in the gardens surrounding the Property and some evidence of grass cuttings on the paths. However, this of course was not evidence of such issues during the disputed period.
60. He also showed the Tribunal a partially repaired hole in the ceiling of the common areas, and evidence of some damage to the floor covering of the stairs which he suggested were caused by water damage. However, whilst the Applicant may have other contractual remedies open to him in respect of those issues, neither issue relates to the reasonableness of the service charges in question as identified above.

GENERAL OBSERVATIONS

61. The Lease commenced on 8 August 2022, therefore part way through 2022/2023. The charges levied to the Applicant for 2022/2023, therefore, were pro-rated.
62. The Tribunal noted that the amounts in dispute were therefore as follows: -
- | | | |
|-----------|----------------------------|---------|
| 2022/2023 | Grounds Maintenance Charge | £31.55 |
| 2022/2023 | Caretaking Charge | £143.21 |
| 2023/2024 | Grounds Maintenance Charge | £49.16 |
| 2023/2024 | Caretaking Charge | £185.28 |
| 2023/2024 | Door Entry Charge | £21.58 |
63. The Tribunal is therefore required to determine whether those items are payable and, if so, whether they are reasonable in amount.
64. It is important to note that, where the Tribunal is satisfied that the service charge items are, from a holistic perspective, reasonable, then it is not required to scrutinise every component cost making up the service charge item in question.

65. The Tribunal heard persuasive evidence from Mr Hurst who explained in great detail and with candour how the various service charges were calculated and apportioned, and how the related systems were being revised to improve them.

GROUNDS MAINTENANCE

66. The Tribunal heard and accepted the evidence of Mr Pendry as to the nature of the tasks carried out by the Respondent, which he said included litter picking, mowing and blowing grass, spraying weeds twice annually and winder hedge and shrub cutting. and the frequency of the same, namely every second Tuesday. His witness statement also annexed photographic evidence of the standard of the works and the condition of the areas, including the paths, surrounding the Property. Mr Pendry also gave evidence regarding the types of equipment used, including those that required fuel, and regarding the use of the vehicles. His evidence was clear and compelling.
67. Most of the photographic evidence provided by the Applicant in respect of this item showed grass cuttings on the road and paths. Those photographs are undated. Notwithstanding, if the Tribunal were to accept that grass cuttings were present on the roads and paths near the Property during the periods in question, it does not of itself negate the fact that grounds maintenance works were carried out – indeed it suggests that they were – nor does it suggest that it would be unreasonable for those works to be charged for. The issue to be decided is the reasonableness of the charge.
68. Furthermore, whilst the Applicant told the Tribunal that the vehicles were used for other purposes, Mr Hurst explained how any such usage was voided from the service charge amounts. He also cleared up the Applicant's understanding of the related actual costs schedule regarding the exclusion of the cost of winter works and voided charges from the service charge amounts.

69. The Tribunal determines, therefore, that the sums charged in respect of Grounds Maintenance for the period in question are, for the frequency and nature of the services provided, modest and, accordingly, they are reasonable.

CARETAKING CHARGE

70. The Tribunal also heard and was persuaded by the evidence of Mrs O'Donnell in relation to the caretaking services provided at the Building. She stated that the cleaning team attends every other week and checks the block internally and externally for any bulk waste, sweeps all areas, mops all internal areas, wipes handrails and window ledges, cleans internal communal windows, cleans communal doors both internally and externally, cleans and checks the bin chute area, removes excess waste, and does a litter pick around the curtilage of the Building. She also told the Tribunal that the Building is visited in between cleaning weeks, for the purposes of additional bulk and bin runs. She told the Tribunal what equipment was used, including consumables and larger battery powered machines, and the Teams Leader's findings on inspecting the Building after receiving complaints from the Applicant.
71. The Applicant was particularly concerned to bring to the attention of the Tribunal the 15-day period in December 2022 where rubbish had remained outside the Building. Mrs O'Donnell provided an explanation for this and confirmed that it was the local council that was tasked with emptying the communal bins. It was also noted that the rubbish on this occasion was removed roughly, albeit slightly outside of, the bi-weekly cleaning rota. Furthermore, whilst the Applicant provided numerous photographs of rubbish outside the Building on other occasions, there was no evidence that this was put there by the Respondent's staff, or that the same rubbish had been left for long periods of time and / or neglected by the Respondent's staff during their bi-weekly clean, noting that the Applicant is not charged for any bulk and bin runs in between. Notwithstanding, this of itself would not evidence

that the caretaking services had not been provided. Again, the issue is the reasonableness of the charge in respect of the whole of the services provided.

72. Considering the tasks carried out by the Respondent's caretaking staff at the Building and the frequency of the visits, the service charge levied in respect of the Caretaking Charge for the period in question are, again, modest and thus reasonable.

DOOR ENTRY CHARGE

73. The Tribunal heard evidence from Mr Lancaster regarding the door entry system, who explained how the system worked and who the various contracts were with in relation to hosting the system and repairing it.
74. The only questions asked by the Applicant of Mr Lancaster were in relation to the wording in the schedule to the invoice for the hosting charges for 2023/2024, which Mr Lancaster explained was an error by the supplier, whilst he also explained that the charges were paid in advance on an annual basis.
75. The Applicant submitted that the charge for attending to reset the system on 6 March 2024 should not be recoverable as a service charge because it had been caused to trip due to water ingress from the hole in the ceiling in the communal area. However, the Applicant did not put that assertion to Mr Lancaster, nor did he provide any evidence of the same to the Tribunal. Furthermore, Mr Lancaster's evidence was that the only job order raised in 2024 regarding the roof leaking was on 17 April 2024, after the charge (and the service charge year) in question. Accordingly, the Applicant has not shown a *prima facie* case of unreasonableness.
76. On account of the above, the Tribunal determines that the related charges for the Door Entry Charge for 2023/2024 were reasonable.

Issue 4 – the applicability of the BSA

77. The Respondent submitted that the Building is under 5 storeys and 11 metres and, accordingly, the BSA does not apply to it. If that is wrong, the Respondent has not sought to make any charges to the Applicant in respect of any relevant measures or relevant steps required to remedy any relevant defects and therefore the BSA has no effect in any event.
78. The Applicant therefore withdrew this issue.
79. Accordingly, it was not necessary for the Tribunal to make a determination on the issue.

Costs

80. The Applicant made an application that the costs of the proceedings should not be recovered from him by way of a service charge and / or an administration charge, as recorded in the Application.
81. The Respondent resisted that application and submitted that if it is successful in responding to the Application then it would not be appropriate for such an order to be made. Further, the Application regarding costs is based on alleged non-compliance by the Respondent with the consultation requirements under s 20 LTA 1985. Those requirements are not relevant to the Application and the issues raised within it, as determined above.
82. The Applicant submitted that it had asked the Applicant to provide documents, which had been refused. He had been required therefore to make the Application so that the Respondent would produce those records as it was the only way he could get them, and, as such, he should not be charged for being forced to make that application.

83. The Tribunal notes that it is generally a costs neutral venue, save in the exceptional circumstances provided in r 13, which include where a person has acted unreasonably in bringing, defending or conducting proceedings.
84. It also notes that the Application was unsuccessful and that there are no other compelling reasons why it ought to make the costs order requested by the Applicant. As to the specific reasons raised by the Applicant, the Tribunal determines that it is clear that the s 20 LTA 1985 consultation requirements are not relevant to the Application, and the Respondent had indeed provided a summary pursuant to s 21 LTA 1985 for 2022/2023 and 2023/2024 and facilitated the inspection of the related documents. The Applicant was therefore not forced to make the Application due to the lack of provision of information. Nevertheless, an application to challenge the reasonableness of service charges was not the appropriate application to compel such disclosure in any event.
85. The Tribunal therefore declines to make the order regarding the costs of the proceedings that are sought by the Applicant on the basis that it would not be just and equitable in the circumstances to make them.

Judge Richard M. Dobson-Mason

8 October 2025