



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

Case reference : **CAM/26UB/LSC/2025/0635**

Property : **13 Churchfield Path, Cheshunt,
Hertfordshire, EN8 9EG**

Applicant : **Maria Roche**

Representative : **In person**

Respondent : **9 – 15 Churchfield Path Management
Company Limited**

Representative : **Ms A Lambeth and Mr G Smith,
company directors**

Type of application : **For the determination of the liability to
pay administration charges under
paragraph 5 of schedule 11 of the
Commonhold and Leasehold Reform
Act 2002**

Tribunal members : **First-tier Tribunal Judge K Neave**

Venue : **Remote hearing by CVP**

Date of decision : **3 November 2025**

DECISION

Decisions of the tribunal

- (1) The following administration charges demanded by the Respondent of the Applicant are not payable by her:
 - a. The demand dated 10 June 2024 in the sum of £108.94.
 - b. The demand dated 22 October 2024 in the sum of £1475.73.
- (2) The tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
- (3) The tribunal makes an order under paragraph 5A of schedule 11 of the 2002 Act extinguishing any liability on the Applicant's part to pay the Respondent's litigation costs incurred in connection with these proceedings, if any.

The application

1. By her application form dated 10 March 2025, the Applicant sought 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 her in respect of the 2024 service charge year. However, the parties agreed at the outset of the hearing that the demands in dispute were not in fact service charges but were administration charges, said to be payable by the Applicant as a result of a breach of her lease. There was no dispute that I should accordingly consider the payability of the charges under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") and I do so.

The hearing

2. The Applicant attended the hearing in person. The Respondent was represented by Ms Adele Lambeth and Mr Gary Smith, who are the directors of the Respondent company.

The background

3. The background to this application is set out in the hearing bundles prepared by each party, which they agreed contained the relevant documents and which I have considered in detail.
4. The subject property is a first floor two bedroom flat situated in a purpose built block of four flats. The Applicant occupies her flat under the terms of a lease dated 29 July 2020 for a term of 999 years from 1 January 2020 ("the Lease"). The Lease incorporates the terms of an original lease dated 8 July 1988.

5. The Respondent is a lessee-owned freehold company. Each lessee holds a 25% share of the company. Mr Smith and Ms Lambeth are the directors of the Respondent.
6. Neither party requested an inspection of the property and the tribunal did not consider that an inspection was necessary or proportionate.
7. The dispute between the parties arises in unusual circumstances, in that the administration charges demanded by the Respondent result from a boundary dispute between the Applicant and Ms Lambeth, who, as well as being a director of the Respondent, is the leaseholder of No.9 Churchfield Path. The Applicant and Ms Lambeth do not agree about their respective responsibilities to repair the fence between their two demised gardens. The relationship between the Applicant and Ms Lambeth has deteriorated to such an extent that the local police force has become involved in their dispute.
8. The Applicant's position is that she is required under the Lease to maintain the two fences marked with "T" marks on the lease plan. This does not include the fence between No.13 and No.9. The Applicant says that the fence that is the subject of this dispute is the responsibility of Ms Lambeth to repair under the terms of her own lease. Ms Lambeth asserts that the subject fence was in fact erected by the Applicant's predecessor in title in or around 2003/4 entirely within the Applicant's demise and is therefore for the Applicant to repair.
9. The Respondent became involved in the dispute and on 7 June 2024, it emailed the Applicant asking her to contribute 50% of the cost of appointing a surveyor to determine the ownership of the fence. The Applicant did not agree with the Respondent's proposal. On 10 June 2024, the Respondent issued notice to the Applicant that she must replace the fence by 10 September 2024. The Applicant did not do so, and on or around 16 September 2024, the Respondent instructed a contractor to replace the fence between No.9 and No.13 at a cost of £1475.73.
10. The following disputed administration charge demands have been made of the Applicant by the Respondent:
 - (i) 10 June 2024 - £108.94 in respect of the Respondent's costs of obtaining a copy of the Applicant's lease from HM Land Registry.
 - (ii) 22 October 2024 - £1475.73 in respect of the Respondent's cost of replacing the fence.
11. At the outset of the hearing, the Applicant informed me that she had exchanged contracts for the sale of her flat the day before the hearing. It

is to be hoped that the sale of No.13 draws a line under this dispute between the Applicant, Ms Lambeth and the Respondent.

The issues

12. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) Whether the sums demanded of the Applicant are payable under the terms of the Lease and under the relevant statutory provisions.
 - (ii) The reasonableness of the sums so demanded.
13. Having heard evidence and submissions from the parties and having considered all of the documents provided, I make determinations on the various issues as follows.

The Lease

14. The following are the material terms of the Lease:
 - (i) By clause 1, the lessor demises the premises described in the first schedule to the lessee.
 - (ii) By clause 2(3), the lessee covenants to “*well and substantially repair the demised premises*”.
 - (iii) By clause 2(5), the lessee covenants to “*maintain and keep in good repair the fence marked ‘T’ within the boundaries of the demised premises shown on the plan annexed hereto*”.
 - (iv) By clause 2(7), the lessee covenants to “*permit the Lessor...twice or oftener in every year upon giving previous reasonable notice in writing at reasonable times to enter upon and examine the condition of the demised premises and thereupon the Lessor may serve upon the Lessee notice in writing specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within three months after the service of such notice proceed diligently with the execution of such repairs then to permit the Lessor to enter upon the demised premises and execute such repairs and the cost thereof shall be on a debt due to the*

Lessor from the Lessee and be forthwith recoverable by action...”

- (v) *By clause 2(8) “if the Lessee shall make default in any of the covenants hereinbefore contained for or relating to repair of the demised premises it shall be lawful for the Lessor...to enter upon the demised premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs shall be repaid by the Lessee to the Lessor on demand”.*
- (vi) *By clause 2(22) the lessee covenants “to indemnify and keep indemnified the Lessor free from and against all costs loss expenses and liability which he may suffer or incur by reason of any breach non-observance or non-performance by the Lessee of the covenants and conditions on her part herein contained”.*
- (vii) The first schedule defines the extent of the demise by reference to a plan which is for the purposes of identification only.
- (viii) The plan shows inward facing “T” marks on two fences, neither of which are the subject fence. An outward facing “T” mark is shown on the boundary between No.9 and No.13, however no such “T” mark appears on the lease plan for No.9, nor on the plans of any of the other flats.

The tribunal’s decision

15. It is common ground between the parties that none of the disputed administration charges were accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges, as required by paragraph 4(1) of schedule 11 of the 2002 Act. As Mr Smith explained, neither he nor Ms Lambeth have any particular expertise in property management and they act as directors of the Respondent in their limited spare time on a voluntary basis. They did not know about the requirement to serve the summary of rights and obligations with the administration charge demands.
16. Under paragraph 4(3) of schedule 11, the Applicant is entitled to withhold payment of an administration charge if paragraph 4(1) is not complied with.

17. It follows that neither demand is payable by the Applicant, and I so determine. That is sufficient to dispose of the issues in dispute in these proceedings.
18. I am sceptical about the Respondent's ability to make a fresh demand for the sums referred to above now that the Applicant has sold her flat, though I make no determination on that issue, which is hypothetical and not before me. I observe, however, that it may be undesirable, wasteful and disproportionate for these parties to engage in further litigation about the location of the boundary between the two demises in circumstances where the boundary dispute is now academic.
19. Moreover, it strikes me that the Respondent faces a number of challenges in establishing that the sums demanded were payable by the Applicant under the terms of the Lease.
20. First, clause 2(7) and 2(8) of the Lease are directed expressly to the costs of repairing the demised premises if the Applicant defaults in her obligations. The cost of obtaining documentation from HM Land Registry would not appear on the face of it to be a cost that can properly be described as a cost of repairing the fence. Neither do such costs obviously fall within the ambit of clause 2(22) because the Respondent as freeholder should hold copies of all of the leases of the flats in the block. It is difficult to see how the Respondent is able to effectively manage the property without holding these leases. Indeed, Ms Lambeth and Mr Smith signed the Lease in 2020 as directors of the Respondent, and Mr Smith acknowledged that a copy of the Lease might be "*in a file somewhere*". The Respondent's need to acquire a copy of the Lease from HM Land Registry does not appear to arise out of any breach of the Lease by the Applicant but rather the Respondent's failure to keep proper records.
21. Secondly, though I appreciate that various points are raised by the Respondent, its case on the Applicant's liability to repair the fence turns primarily on its assertion that the fence was built on the Applicant's demise by her predecessor in title (Steve Marney) in or around 2003/4 and that it is therefore part of the demise and subject to the covenant to repair. The Respondent relies in part on the evidence of the previous owners of No.15 (Julia Cotterell) and No.11 (Steve Cotterell), however neither provided witness statements endorsed with statements of truth, and neither attended the hearing, despite the tribunal's directions of 2 July 2025 making it clear that witness statements should be prepared and witnesses should attend the hearing. No evidence from Mr Marney was provided. The only witness to the events surrounding the erection of the fence in attendance at the hearing was Ms Lambeth, and, as set out above, the relationship between Ms Lambeth and the Applicant is not a happy one.

22. Further, the Respondent did not obtain the tribunal's permission to rely on the boundary report of Grant Wright Associates LLP dated 11 January 2024 which was included in its hearing bundle, despite paragraph 2 of the tribunal's directions making it clear that permission to rely on expert evidence was required. The report was not addressed to the tribunal, did not attempt to resolve the "anomalies" that the author identified between the various leases and lease plans, and appeared to consider the location of the boundary features at the date that Ms Lambeth purchased No.9, not at the date the boundary between the land was created, which was much earlier. On the face of it, the report is of limited assistance in determining the location of the boundary between the two leasehold titles and whether the subject fence is built wholly within the Applicant's demise.

Application under paragraph 5A of schedule 11 of the 2002 Act and refund of fees

23. The Applicant has been the wholly successful party in these proceedings. Taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
24. In her application form, the Applicant made an application under paragraph 5A of schedule 11 of the 2002 Act limiting her liability to pay an administration charge in respect of litigation costs. In circumstances where the Applicant has now sold her flat this issue may now be moot, but given that the Applicant has been the successful party and I have determined that she is not liable to pay the administration charges demanded of her, it is in my judgment just and equitable to make an order under paragraph 5A of schedule 11 of the 2002 Act extinguishing any liability on the Applicant's part to pay the Respondent's litigation costs incurred in connection with these proceedings, if any.

Name: Judge K Neave

Date: 3 November 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).