



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

Case reference	: LON/ooBB/LSC/2023/0266
Property	: 61 Westgate Apartments, 14 Western Gateway, London, E16 1BJ
Applicant	: MG GR Limited
Representative	: Mr Richard Granby instructed by Scott Cohen Solicitors
Respondent	: Mr Arthur Rodney Wormington (1) Mr Quinton Taylor Hembry (2)
Representative	: N/A
Type of application	: For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985 and administration charges under schedule 11 Commonhold and Leasehold Reform Act 2022
Tribunal members	: Judge Richards-Clarke Mr Naylor FRICS, FTPI.
Venue	: 10 Alfred Place, London WC1E 7LR Video Hearing
Date of hearing	: 15 January 2026

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £4182.00 is payable by the Respondents for administration charges in relation to breaches of lease in relation to unlawful lettings in 2017 and unpaid service charges for the years 2018 and 2019[County Court Claim Jo8YJ894]
- (2) The tribunal determines that the sum of £4968.06 is payable by the Respondents in respect of unpaid service charges and associated administration charges for the years 2020, 2021 and 2022 [County Court Claim J2LM7Q3Z].
- (3) Since the tribunal has no jurisdiction over interest, county court costs and fees, this matter should now be referred back to the County Court at Bury St. Edmunds.

The application

1. The Applicant issued a claim [Jo8YJ894] in the County Court dated 14 February 2022 for £5143.82 which represented a claim of £4182.00 in respect of administration charges in relation to breaches of lease and arrears together with interest of £676.52, court fee of £205.00 and legal representative's costs of £80.00 [page 87-88]. On 21 March 2022 the First Respondent filed and served a Defence. The trial of this claim was set to take place on 22 May 2023.
2. The Applicant issued a second claim [J2LM7Q3Z] in the County Court dated 29 November 2022 for £5814.82 which represented £4968.06 for service charge arrears together with interest of £291.76, court fee of £455.00 and legal representative's costs of £100 [page 152-153]. On 21 December 2022 judgment in default was entered for the Applicant against the First and Second Respondent in the sum of £5282.05 for debt together with £585.00 for costs for Claim Number J2LM7Q3Z.
3. On 6 January 2023 Law of Property Act 1925 section 146 Notice before Forfeiture was served on both the First Respondent and the Second Respondent.
4. On 31 March 2023, in an order dated 25 April 2023, District Judge Pigram sitting at the County Court at Bury St. Edmunds set aside the judgment in default against the First Respondent in respect of claim J2LM7Q3Z and transferred the matter to the First Tier Tribunal (Property Chamber) [page 48].
5. On 31 March 2023, in an order dated 25 April 2023, District Judge Pigram sitting at the County Court at Bury St. Edmunds vacated the hearing on 22 May 2023 in respect of claim Jo8YJ894 and transferred the matter to the First Tier Tribunal (Property Chamber) [page 49].

6. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and schedule 11 Commonhold and Leasehold Reform Act 2022 (“the 2022 Act”) as to the amount of service charges and administration charges payable by the Respondents.

The hearing

7. The Applicant was represented by Mr Granby of Counsel and the First Respondent appeared in person. The Second Respondent has not taken part in the proceedings and did not attend the hearing. The Second Respondent has also not taken part in the proceedings in the County Court. In accordance with Rule 34 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 the Tribunal was satisfied that the Second Respondent has been notified of the hearing or that reasonable steps have been taken to notify the Second Respondent of the hearing and that it is in the interests of justice to proceed with the hearing.
8. The hearing was recorded, and that recording shall stand as the record of proceedings.
9. The documentary evidence before the Tribunal included the Hearing bundle of 529 digital pages, Applicant’s Skeleton Argument 8 January 2026, RICS Code of Practice 1 June 2016, and medical documents regarding the First Respondent’s health conditions.
10. The Applicant’s witness, Mr Hazan of Y&Y Management, adopted his witness statement 16 December 2025 [page 169]. The First Respondent cross examined Mr Hazan. The First Respondent and then the Applicant made submissions. The Tribunal reserved its decision.

The background

11. The property which is the subject of this application is an apartment in a large development of around 220 apartments.
12. 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.
13. The Respondents hold 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

14. At the start of the hearing the parties identified the relevant issues for determination as follows:

- (a) The payability and/or reasonableness of the administration charges incurred regarding breaches in relation to unlawful lettings in 2017 and unpaid service charges for the years 2018 and 2019 [County Court Claim J08YJ894]
- (b) The payability and/or reasonableness of unpaid service charges and associated administration charges for the years 2020, 2021 and 2022 [County Court Claim J2LM7Q3Z].

The Legal Framework

Commonhold and Leasehold Reform Act 2002

176A. Transfer from court to First-tier Tribunal

(1) Where, in any proceedings before a court, there falls for determination a question which the First-tier Tribunal or the Upper Tribunal would have jurisdiction to determine under an enactment specified in subsection (2) on an appeal or application to the tribunal, the court—

- (a) may by order transfer to the First-tier Tribunal so much of the proceedings as relate to the determination of that question;*
- (b) may then dispose of all or any remaining proceedings pending the determination of that question by the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal, as it thinks fit.*

(2) The enactments specified for the purposes of subsection (1) are—

- (a) this Act,*
- (b) the Leasehold Reform Act 1967,*
- (c) the Landlord and Tenant Act 1985,*
- (d) the Landlord and Tenant Act 1987,*
- (e) the Leasehold Reform, Housing and Urban Development Act 1993, and*
- (f) the Housing Act 1996.*

(3) Where the First-tier Tribunal or the Upper Tribunal has determined the question, the court may give effect to the determination in an order of the court.

Landlord and Tenant Act 1985

27A Liability to pay service charges: jurisdiction

(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.

(2)Subsection (1) applies whether or not any payment has been made.

(3)An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

(a)the person by whom it would be payable,

(b)the person to whom it would be payable,

(c)the amount which would be payable,

(d)the date at or by which it would be payable, and

(e)the manner in which it would be payable.

Commonhold and Leasehold Reform Act 2002 Schedule 11 Administration Charges Part 1

Meaning of “administration charge”

1(1)In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

(a)for or in connection with the grant of approvals under his lease, or applications for such approvals,

(b)for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,

(c)in respect of a failure by the tenant to make a payment by the due date to 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.

...

(3)In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—

(a)specified in his lease, nor

(b)calculated in accordance with a formula specified in his lease.

Reasonableness of administration charges

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

The parties' arguments

15. The Tribunal regarded the First Respondent's e mail 24 July 2024 as his Statement of Case [page 501]. This is because in the directions 12 September 2025 Judge Vance noted that on 29 November 2024 directions were given for the First Respondent to deliver by 21 February 2025 to the Tribunal, and to the Applicant, a Statement of Case. That deadline was later extended to 31 March 2025 (by directions dated 13 February 2025); 25 June 2025 (on 19 June 2025); and finally, to 24 July 2025 (by directions dated 25 June 2025). The Tribunal received an email from Mr Wormington on 24 July 2025. Whilst the email was not in the form required, and did not contain all the information requested, the Tribunal will regard this email as the First Respondent's Statement of Case, on the basis that he has had multiple opportunities to comply with the Tribunal's directions and provided that email on the deadline specified in the 25 June 2025 directions [page 5 to 8].
16. Beyond this email, the First Respondent has provided brief e mails 29 July 2025 [page 520], 1 August 2025 [page 522], medical documents regarding his health conditions and the documents transferred from the County Court including the Defence in claim JO8YJ894 dated 21 March 2022 [page 422] and the application to set aside judgement in claim J2LM7Q3Z dated 16 January 2023 [page 484-486]. The First Respondent has not provided further documentation.
17. At the hearing, the First Respondent made further submissions. First, that the administration charges for the alleged breaches in relation to unlawful lettings in 2017 were unnecessary. This he argued was because the correct procedure is for the managing agents to contact the leaseholder to discuss the issue before engaging Solicitors. Second, that it was unacceptable that the managing agents referred any dispute about the amount of service charges to Solicitors; this was a "money making machine." Third, the service charge demands had not been sent to him by e mail in addition to being sent by post. This meant that these demands were not compliant; had led to a payment on illegal grounds by his mortgage company; and created arrears on his mortgage account. The First Respondent therefore submitted that he had been threatened and harassed by the Applicant and that he wanted the case referred back to the County Court. The First Respondent further indicated that he intended to pursue criminal proceedings for fraud and theft.
18. The Applicant relies on their Statement of Case 17 November 2023 [page 51], the witness statement and evidence of Mr Hazan of Y&Y Management 16 December 2025 [page 169], Appeal Skeleton Argument

8 January 2026, the RICS Code of Practice 1 June 2016 together with the documentary evidence in the appeal bundle. Of particular relevance here are:

- (a) Lease 16 Westgate Apartments dated 2 April 2008 [page 94 to 118]
- (b) Correspondence regarding unlawful letting [page 296 to 307 and 175 to 192]
- (c) Service Charge Demands 2018 to 2020 [page 318-336]
- (d) Service Charge Demands 2021 to 2022 [page 126-150]

19. At the hearing the Applicant submitted that the Respondent has not raised a *prima facie* case, has not provided evidence to support his submissions, and that it is not part of the Respondent's case that he was not in arrears of service charges, and the only complaint from the First Respondent is in relation to the procedure followed regarding the unlawful letting. In these circumstances, the Applicant submits that all the sums claimed are payable and reasonable.

The tribunal's decision and reasons for the tribunal's decision

20. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

Administration charges regarding breaches of lease in relation to unlawful lettings in 2017

21. First, the Lease 2 August 2008 [page 94-118]. Under paragraph 8 (c) of the Fourth schedule the Tenant covenants with the Landlord "*not to underlet the whole of the demised premises for a term of less than 6 months...without the prior consent of the landlord*". Paragraph 9 of the Fourth Schedule restricts use to a single private dwelling as the Tenant covenants "*To use the Apartment as a single private dwelling only*" [page 211]. Further, clause 8 (c) of the Lease provides that "*any covenants by the tenant whether positive or negative shall be deemed to extend to an obligation to ensure that subtenants and any third parties who can be directed by the tenant or any of the foregoing comply therewith*" [page 205]. In addition, paragraph 1 (a) of the Fifth schedule restricts the tenant from doing anything that might become a nuisance or annoyance. This means that the lease of the property restricts use to that as a single private dwelling, prohibits underletting for a period of less than six months and extends these restrictions to subtenants. The lease is the relevant contract between the Respondents and the Applicant. Where these restrictions are not complied with, this would amount to a breach of the terms of the lease.

22. Second, correspondence regarding unlawful letting [page 296 to 307 and 175 to 192]. The Applicant relies on the documents at pages 175 to 192 as

supporting the allegation of unlawful short term letting. This includes e mails commencing 13 June 2017 between the site supervisor at the property and Mr Hazan of Y&Y Management about people renting rooms for short periods, cleaners attending to service the flat for people to rent for a few days, agoda.com booking voucher for 13 days 26 June 2017 to 9 July 2017, and Marina Heights Excel Booking Reservation June 2017. The Applicant further relies on the documents at pages 296 to 307 between the First Respondent and the Applicant's Solicitors regarding the short lets in the property in June and July 2017. The Tribunal has considered the evidence before us and is satisfied that there was a period of short lets at the property in 2017. The Tribunal is further satisfied that such short lets are in breach of the terms of the lease here, as is set out above.

23. The Applicant submits that charges that were then incurred in relation to the breach of lease arising from the unlawful lettings in the property in 2017. These amount to a total of £1350.00 (inc. VAT) comprising additional management charges of £420.00 (inc. VAT) and Solicitors fees of £930.00 (inc. VAT). The additional management charges are the fixed fee charged by the management agent as these fall outside the standard management obligations. The Solicitors fees of £930.00 were incurred in respect of 3 hours 6 minutes of work carried out at an hourly rate of £250. In response the First Respondent submits that these charges were unnecessary, and the matter should not have been referred to solicitors.
24. In accordance with Paragraph 14 (a) (ii) of the Fourth Schedule to the lease the tenant covenants to pay the costs incurred by the landlord in or in contemplation of *“other court or arbitral proceedings notwithstanding that same may be avoided otherwise than by the institution or the same or in contemplation of other enforcement action in respect of any breach of any leasehold covenant”* [page 214]. And pursuant to paragraph 2 Schedule 11 Commonhold and Leasehold Reform Act 2022 *“A variable administration charge is payable only to the extent that the amount of the charge is reasonable”*. Having consider the evidence and submissions before us the Tribunal determines that the administration charges of £1350.00 arising for the unlawful lettings in 2017 are payable and reasonable.

Administration charges in relation to unpaid service charges for the years 2018 and 2019

25. The Applicant submits that charges were incurred in relation to service charge arrears. These amount to a total of £2832.00 (inc. VAT) comprising pre action management charges by Y&Y Management of £288.00, debt recovery agency pre-action fee £144, preparation of court file by Y&Y Management £300, and Solicitors fees pre-action and claim preparation of £2,100.00. It is not in dispute that the outstanding service charges for this period were paid by the Respondent in full in February 2021. However, the administration charges in relation to the pursuit of this debt remain outstanding.

26. The Applicant directs the Tribunal to the RICS Code of Practice 1 June 2016 3.4 and 3.4 to support the submission that arrears chasing does not form part of the ordinary work covered by an ordinary annual management fee and are an entirely normal and proper additional charge. In response the First Respondent does not dispute that there were service charge arrears and that these were cleared in February 2021 but remains unwilling to pay the administrative charges incurred in pursuing these service charge arrears.
27. The obligation to pay service charges is set out in the lease agreement, this is not in dispute. And in accordance with paragraph 2 Schedule 11 Commonhold and Leasehold Reform Act 2022 "*A variable administration charge is payable only to the extent that the amount of the charge is reasonable*". Having considered the evidence and submissions before us the Tribunal is satisfied that service charge demands were properly made to the Respondents, the Respondents did pay the service charges demanded in February 2021, but did not pay the associated administration charges, and County Court proceedings were then commenced as part of County Court Claim Jo8YJ894.
28. Having consider the evidence and submissions before us the Tribunal determines that the administration charges of £2832.00 arising in relation to unpaid service charges in 2018 and 2019 are payable and reasonable.

Unpaid service charges and associated administration charges for the years 2020, 2021 and 2022

29. The Applicant claims unpaid service charges and associated administration charges of £4968.06. This comprises service charges of £4260.06 for the years 1 January to 31 December 2022 together with associated administration charges of £708.00. In accordance with s27A Landlord and Tenant Act 1985 the Tribunal is to consider the reasonableness and payability of the service charges for 2020, 2021 and 2022. In accordance with paragraph 2 Schedule 11 Commonhold and Leasehold Reform Act 2022 "*A variable administration charge is payable only to the extent that the amount of the charge is reasonable*".
30. The First Respondent asserts that the service charge demands were sent to him by post, but that this was not then followed up by email, and that this is in contravention of an agreement between the parties. However, the First Respondent does not rely on documentary evidence to support this assertion, which is disputed by the Applicant. The First Respondent does not dispute that the services charges are payable or that the sums claimed are unreasonable.
31. The obligation to pay service charges is set out in the lease agreement, this is not in dispute. Having consider the evidence and submissions before us the Tribunal is satisfied that service charge demands were properly made

to the Respondents, and the Respondents did not pay the service charges, and that County Court proceedings were then commenced in relation to these unpaid service charges and associated administration charges for the years 2020, 2021 and 2022 [County Court Claim J2LM7Q3Z].

32. The tribunal determines that the service charges demanded of £4260.06 for the years 1 January 2020 to 31 December 2022 are reasonable and payable. The Tribunal further determines that the associated administration charges of £708.00 are payable and reasonable.

The next steps

33. The tribunal has no jurisdiction over interest, county court costs and fees, this matter should now be referred back to the County Court at Bury St. Edmunds.

Name: *Judge Richards-Clarke*

Date: 19 January 2026

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).