



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

Case reference : **CAM/00KF/LSC/2025/0613**

Property : **Richmond House, 67-71 Victoria Avenue,
Southend on Sea, SS2 6EB**

Applicant : **Anna Dec-Merta and Other Leaseholders**

Representative : **Mr Skeate of Counsel**

Respondent : **1. Notting Hill Genesis
2. Wallace Estates Limited**

Representative : **1. Mr Owen
2. Ms Burzio of Counsel**

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 : **Judge Adcock-Jones
Judge MacQueen
Dr Wilcox FRICS**

Venue : **Via CVP**

Date of decision : **19 November 2025**

DETERMINATION

Decisions of the Tribunal

- (1) The Tribunal determines that the sums payable by the Applicants in respect of service charge years 2019 - 2026 inclusive are as set out more particularly below.
- (2) If so advised, the parties shall send any submissions pertaining to any orders sought under section 20C of the Landlord and Tenant Act 1985 (“the 1985 Act”) and 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”) in respect of reimbursement of the Applicants’ Tribunal fees by no later than 21 days of the further Determination of the electricity issue.
- (3) Upon receipt of any such submissions, the Tribunal shall consider the contents and send a further determination in due course.

The Application

1. The Applicants consists of several leaseholders of the Property known as Richmond House, 67-71 Victoria Avenue, Southend on Sea, SS2 6EB (“the Property”).
2. The Applicants seek determination as to the amount of service charges payable pursuant to section 27A of the 1985 Act in respect of the service charge years from 2021 to 2024.
3. The First Respondent is the immediate landlord, and the Second Respondent is the superior landlord.
4. The Applicants further seek an order to limit the recovery of the Respondents’ costs of the proceedings through any service charge and/or administration charges pursuant to section 20C of the Landlord and Tenant Act 1985 (“the 1985 Act”) and 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
5. The Applicant sought an order under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”) in respect of reimbursement of the Applicant’s Tribunal fees.

The Hearing

6. A remote hearing was held by CVP video. The Applicants were represented by Mr Skeate of Counsel, the First Respondent was represented by Mr Owen and the Second Respondent was represented by Ms Burzio of Counsel.
7. The First Respondent had added the Second Respondent to the proceedings by application. The First Respondent intended on calling one witness and the Second Respondent intended on calling three witnesses. One of their witnesses, Ms Hammond, was substituted with Ms Olivia Duke, and the substitution was agreed between the parties.
8. The Tribunal was concerned that none of the parties had considered it prudent to request an extension of the time estimate given the number of service charge years in dispute and number of witnesses intended to be called.
9. The Tribunal therefore took a robust approach in examining each disputed service charge item in turn with the parties addressing the Tribunal on each item with their clients' position. Where appropriate, the Tribunal also imposed time limits on closing submissions. Witnesses were formally called on items where their evidence was necessary, although all parties helpfully assisted the Tribunal in answering any additional questions or providing further information during the hearing.
10. The hearing on 27 October 2025 took place with further directions set that the parties were to write to the Tribunal by no later than 4pm on 17 November 2025 to provide an update as to consultation process regarding the electricity supply serving the Property. Upon receipt and consideration of such correspondence, the Tribunal was to issue further directions. The Second Respondent was also required to provide an answer to the Tribunal's question regarding the invoice of Meterpoint dated 22 October 2022 at page 995 of the bundle concerning whether a meter schedule was provided by 17 November 2025.
11. In reaching this Determination, the Tribunal has considered the skeleton arguments provided by the parties' counsel, the associated authorities and the bundles. The Tribunal heard oral submissions from all parties and witness evidence.
12. It was noted that the bundles requested determination of several issues that fell outside the Tribunal's jurisdiction; namely,

- a) Any alleged deterioration of the property condition;
- b) Any alleged mis-management and agent transitions;
- c) Any alleged unfair lease terms and consumer protection law.

13. Accordingly, the Tribunal did not deal with such matters and the Applicants will need to seek their own independent legal advice should they wish to pursue those issues.
14. The Tribunal were informed that the Second Respondent only incurred service charges from 2023 and has provided evidence for service charges incurred between 2021-2023 as its predecessor WEL (No.2) Ltd sits within the same corporate group.
15. The Second Respondent submitted that it had no liability in regard to service charges between 2019-2021 as the Freeholder at the time was Randall Watts London Limited and their managing agent was IV Property Management Ltd. As such, the claim for the overpayment of service charges pursuant to s.19 and s.27A in respect of these years is not made against the landlord to whom the overpayment was made.
16. Reference was made by Ms Burzio to s.42 of LTA 1987 which restricts the landlord's ability to use service charge funds for purposes other than those for which they have been paid but does not transfer past liabilities to a new landlord automatically. The Second Respondent was not in receipt of previous funds and did not demand the same.
17. Pursuant to s.27A(1) LTA 1987, service charges payability relies on the 'person to whom it is payable', at the time of the service charges of 2016-2023, these were incurred and payable to the previous landlord and not the Second Respondent.
18. The Applicants were made aware of this position but had not made any application to add Randall Watts London Ltd to the proceedings. The Tribunal noted that Randall Watts London Ltd was still trading per Companies House records.
19. The Tribunal did not accept the submissions of the Applicants that the Second Respondent should bear the burden of the service charges during the period for which it was not the freeholder.
20. Accordingly, the Applicants are not permitted to recover any of the sums paid to the previous freeholder and any of the determinations made below relate solely to the years in which the Second Respondent was the freeholder.

The First Respondent submitted that admissions were made by the leaseholders of Flat 46, Flat 11, and Flat 25 pursuant to s.27A(4)(a) of LTA1985. Those flats made admissions through signed agreements.

21. The Tribunal does not have jurisdiction to determine the validity of the section 22 notice as service charge documents were not requested within 6 months of the service of the service charge accounts. The First Respondent informed the Applicants of this on 30 May 2024.

The Background

22. On 20 September 2024, the Applicants filed their application. The Tribunal did not consider that an inspection was necessary.
23. As noted above, directions were issued by Regional Surveyor Hardman FRICS on 28 April 2025.
24. The First Respondent is a housing association and is the registered head leasehold proprietor of Flats 1-52 Richmond House (HMLR Title EX970088) pursuant to the terms of the Lease dated 7 March 2018 made between (1) Randall Watts London Limited and (2) R2 for a term of 199 years from 1 September 2017 (“the Headlease”).
25. Between 28 May 2021 – 1 February 2023, WEL (No2) Ltd was the freehold proprietor of the development known as Richmond House, 73 Victoria Avenue, Southend-On-Sea (SS2 6EB) (“the Development”).
26. Since 1 February 2023, the Second Respondent has been the freehold proprietor of the Development. The Second Respondent is now the First Respondent’s direct landlord.

The Development contains two blocks, Richmond House (“RH”) which the Applicants occupy, and Beaumont Court (“BC”).

27. The Applicants are the shared ownership leaseholders of Apartments 5,11,20,21,25,26,31,32,38,43,44,46,47 Richmond House, 67-71 Victoria Avenue, Southend on sea, Essex, SS26EB (“the Properties”). The Properties are subject to the terms of shared ownership leases between the (1) the First Respondent and (2) the Applicants (“the Underleases”). The Underleases are granted on similar terms.
28. Premier Block Management Limited (“PBM”) is the Second Respondent’s appointed managing agent responsible for carrying out the management functions of the Headlease including the collection of service charges. PBM were appointed prior to the Second Respondent’s ownership on 15 September 2022. Prior to this Centrick Limited (“Centrick”) were appointed from 28 May 2021 – 14 September 2022.

The Issues

29. At the start of the hearing the Tribunal identified the relevant issues for determination as follows:

- whether disputed relevant costs were reasonably incurred (or reasonable, where only more recent charges based on estimates can be determined), and service charges are payable in respect of them;
- whether an order under section 20C of the 1985 Act and/or administration charges under section 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 should be made;
- whether an order for reimbursement of application/hearing fees should be made

30. The relevant legal provisions are set out in the Appendix to this decision.

The Lease

31. The Applicants did not deny payability of the various service charges under the terms of the Lease and therefore the Tribunal focused on the reasonableness of the service charges incurred.

32. In respect of apportionment, the Applicants are required to pay 20.72% towards service charge expenditure falling under the 'Estate-All Units' schedule and 21.49% towards the 'Estate Residential' schedule. There are some items of expenditure that relate solely to either Beaumont Court ("BC") or Richmond House ("RH").

33. The Applicants sought to argue that apportionment should be relative to the number of flats against the totality of flats within the Estate. The Tribunal did not accept this argument and instead accepted the Second Respondent's position in respect that the service charge matrix was based on the footage of the Development and Beaumont Court and that the Second Respondent demanded service charges from the First Respondent and apportioned the sums payable for each individual unit to alleviate the administrative burden for the First Respondent.

Determination

34. The Tribunal determined that the Application was to be considered under section 19 of the 1985 Act.
35. The disputed service charge items were as produced in Scott Schedules, amounting to some 77 charges in dispute. The Tribunal notes that the Applicants do not take issue with the demands for payment served upon them in relation to the sums set out in the Service Charge Schedules or with the apportionment of the service charges nor the payability in respect of the same. The Tribunal therefore focussed on the reasonableness of the sums involved.
36. The Tribunal sought clarification over whether the Applicants had filed a reply to the Second Respondent's statement of case. By way of email received on 28 October 2025, the Second Respondent's solicitors explained that on 4 September 2025, the Second Respondent submitted an application for an extension until 19 September 2025 to file and serve its Statement of Case, citing the substantial heads of dispute involved and the requirement to gather a lot of information.
37. The Second Respondent also submitted that all subsequent dates i.e the Applicant's reply and the filing of the bundle, be pushed back two weeks. No party objected to this application. The First Respondent acknowledged the application and confirmed that it was neutral in respect of it. Whilst the Tribunal did not issue further directions on this application, the Second Respondent's position was that no parties objected to it and the Applicant submitted a further application requesting an extension to finalise the bundle and this acknowledged that the parties accepted the bundle date had been amended in response to the Second Respondent's earlier application.
38. In such circumstances, the Tribunal accepts the Second Respondent's position that all parties proceeded on the basis that the Second Respondent's application had been granted and no reply was filed or served or indeed no application was made by the Applicants to confirm the position if they disagreed.

Window Cleaning

39. In respect of service charge years 2021 to 2022, the Applicants submitted that no window cleaning was observed by them.

40. In respect of years 2022/23, 2023/24 and 2025/26, the Second Respondent confirmed that no service charges in respect of window cleaning were apportioned against the leaseholders of RH despite being included in each year's budget.
41. Notwithstanding the landlord issue as referred to above, the Tribunal was satisfied that the invoices produced by the Second Respondent confirmed that window cleaning had taken place and was therefore permitted for 2021 to 2022. Given the Second Respondent's position as to the remaining years, no determination was required in respect of window cleaning.

General Cleaning 2019/20

42. The Applicants submitted that there was a general lack of cleaning and no evidence to establish that any deep cleaning was done. The Applicants referred the Tribunal to various photographs which they submitted demonstrated poor cleaning. The photos were undated beyond reference to May, although Mr Foord confirmed that they were taken in May 2024.
43. The First Respondent submitted that photographs taken in May 2024 did not demonstrate the work done or not done in earlier years.
44. The Second Respondent submitted that there was no evidence to support that the sums sought were not reasonably incurred or reasonable in amount and that the verified accounts in the bundle showed that the sums claimed were due. The Second Respondent highlighted that there was no invoice as they were not the owner of RC at the time and again criticised the reliance on the photograph from May 2024.
45. Notwithstanding that there were no invoices relating to the general cleaning produced, the Tribunal was not satisfied of the Applicants' submissions or evidence presented and accepted that the Second Respondent was not the owner at the material time, but the sums claimed were supported within the verified accounts. Accordingly, the sums claimed are allowed and deemed reasonable in amount.

Concierge/Staffing Services

46. The Applicants submitted that the concierge services were located with BC and not RH and based on the number of flats, a charge of 18%, but reduced to 10% to reflect the level of service received, should be raised. The concierge service was submitted to be inconvenient as an Applicant had to leave their property to collect their parcels and post accepted by this service.

47. The Applicants were unable to confirm whether there was space in RH for a concierge service but disputed the cost of the relevant salaries, submitting that minimum wage staff could have been employed. No comparable quotations were provided in support of this submission.
48. The Applicants further took issue with staff being furloughed during the Covid-19 pandemic being charged for employer contributions, yet no compensation was ever paid forward to the Applicants.
49. The Second Respondent referred the Tribunal to the relevant invoices and contracts in place with such providers in respect of years 2019 to 2025 and submitted that the budgeted expenditure for 2025/26 was reasonable as it was based upon the previous expenditure and the contract entered into with The Stambridge Group Ltd.
50. The Tribunal was not satisfied that the Applicants had produced sufficient evidence to establish that the sums claimed were unreasonable or should be allowed at the percentage they sought or that concierge staff had been furloughed during the Covid-19 pandemic and therefore the Tribunal deems the sums as demanded in respect of years 2019-2025 and budgeted for 2025/26 are reasonable.

Management Fees

51. The Applicants submitted that there was a lack of clarity and lack of transparency as to how the fees were justified and again argued that such sums should be apportioned at 18% or at the most £20,000 given the level of services received.
52. The Second Respondent pointed out that the Applicants' offers for various years were actually in excess of what they had been charged and there was no evidence such as comparables to support their position. The Tribunal was referred to various invoices and where budgeted, it was submitted that the service charge was in line with actual expenditure and in line with industry standards. Copies of the relevant management agreements were also produced in evidence.
53. The Tribunal was satisfied of the Second Respondent's evidence and did not consider the Applicants' arguments under this head to be persuasive. The sums therefore sought in respect of all years under this head are deemed reasonable and payable.

Bank Charges

54. The Applicants submitted that the bank charges raised in year 2019/2020 were unreasonable; however, the Second Respondent was not the correct entity against whom to challenge these. Accordingly, the bank charges stand as reasonable.

Professional and Accounting Fees

55. The Applicants submitted that the service charges raised in year 2019/2020 were unreasonable; however, the Second Respondent was not the correct entity against whom to challenge these. Accordingly, service charges stand as reasonable.

56. In respect of years 2021/22 challenged as unreasonable, notwithstanding that this was not within the Second Respondent's ownership, the Tribunal was satisfied of the evidence produced in respect of the invoices included within the bundle and again was not satisfied that the Applicants had produced any evidence to the contrary.

57. The Tribunal therefore deems such sums payable by the Applicants.

Landscaping and Gardening

58. The Second Respondent confirmed that there was no charge against the Applicants under this head and the documentation supported this. Accordingly, no determination is required.

Garden Furniture

59. For those years in which a service charge was raised, the Tribunal could not be satisfied on the evidence presented as to what the garden furniture related. The rooftop garden was situated at BC only and the Applicants had no access to it and no evidence was provided to detail exactly what and where garden furniture was installed.

60. Accordingly, any sum sought under this heading is disallowed.

Gym

61. The Second Respondent confirmed that there was no charge against the Applicants under this head and the documentation supported this. Accordingly, no determination is required.

E-Car

62. The Second Respondent confirmed that there was no charge against the Applicants under this head and the documentation supported this. Accordingly, no determination is required.

Refuse Collection, Lift and Insurance

63. The Applicants disputed that refuse collection charges were reasonable on the bases that inadequate services or lack of evidence to support the sums charged had been produced.
64. In respect of service charges raised in year 2019/2020, the Second Respondent was not the correct entity against whom to challenge these. Accordingly, the service charges stand as reasonable for this year.
65. In addition, the Tribunal was satisfied on the invoices produced for 2021/22 and therefore the service charges as raised are deemed reasonable.
66. In respect of lifts, the Applicants submitted that the lifts were often broken and/or non-operational for long periods and challenged any works done on them.
67. In respect of service charges raised in year 2019/2020, the Second Respondent was not the correct entity against whom to challenge these. Accordingly, the service charges stand as reasonable for this year.
68. For 2021/22, the Tribunal was satisfied of the invoices produced in respect of the lifts' maintenance and repair and therefore the service charges raised in this year were reasonably incurred and payable. The Tribunal notes that it is a legal requirement for lifts to have a phone/communication system and therefore such sums relating to the "lift phone" would be required.

69. The Applicants disputed the reasonableness of service charges relating to insurance with reference to a lack of quotations, policy details or testing of the market. No comparables were produced.
70. However, the Tribunal was satisfied that it was appropriate to seek insurance for the Estate as a whole rather than for RC alone and on the basis of the evidence produced by the Second Respondent. The statement of Marcia Berry dated 17 September 2025 was particularly persuasive and the Tribunal placed considerable weight on this evidence in support of its determination that the service charges sought were reasonable and therefore payable by the Applicants.

Repairs and Maintenance and Planned Preventative Maintenance

71. The Applicants sought to challenge the above heads on the basis that they observed little to no repair works being carried out and no invoices or reports had been disclosed in respect of the same. No comparable quotations were provided by the Applicants.
72. In respect of service charges raised in year 2019/2020, the Second Respondent was not the correct entity against whom to challenge these. Accordingly, the service charges stand as reasonable for this year.
73. For further years, the Tribunal was satisfied of the evidence produced by the Second Respondent in the form of invoices for works undertaken and/or budgeted sums are reasonable and therefore such service charges are payable by the Applicants.

Health and Safety

74. The Applicants sought to dispute the service charges raised for 2022/23 as previous years' charges had been less and proposed 50% of the sum raised as being reasonable. No comparable quotations were provided.
75. The Tribunal was satisfied of the evidence provided by the Second Respondent in the form of invoices and the proportion paid by the Applicants and that the Second Respondent's argument was more persuasive than the Applicants.
76. Accordingly, the Tribunal determines that the service charges raised under this hearing are reasonable and payable by the Applicants.

Portal charges

77. The Tribunal noted that the Second Respondent blamed the First Respondent for not passing on the login in account details to the Applicants, which was accepted by the First Respondent.
78. The First Respondent advised that they had their own portal for the Applicants' use and that they levied no charge for this. Insofar as the Tribunal noted that the two portals apparently mirrored each other in terms of content (as both provided financial information on service charges and allowed for property disrepair/issues to be logged) from a practical standpoint, access to both could prove problematic such as if leaseholders were reporting issues to both Respondents.
79. Accordingly, the Tribunal has determined that there appears to be no need for the Second Respondent's portal, particularly in circumstances where it has never been used, and therefore it is not reasonable for the leaseholders to be charged for this.
80. Therefore, the Tribunal disallows service charges in respect of Portal Charges for all years referred to under the Application.

Electricity

81. The parties are referred to the Directions Order dated 19 November 2025 in respect of this item and a determination for this will follow separately.

Conclusion

82. The Tribunal determines that the sums payable by the Applicants in respect of service charge years 2019 - 2026 inclusive are as set out above under each item heading, save for under electricity which is provided for under separate directions.
83. If so advised, the parties shall send any submissions pertaining to any orders sought under section 20C of the Landlord and Tenant Act 1985 ("the 1985 Act") and 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Rules") in respect of reimbursement of the Applicants' Tribunal fees by no later than 21 days of the further Determination of the electricity issue.
84. Upon receipt of any such submissions, the Tribunal shall consider the contents and send a further determination in due course.

Name: Judge Adcock-Jones

Date: 19 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).