



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

Case reference : **LON/00AG/LSC/2025/0801**

Property : **Flat 480 Omega Building, Smugglers Way, London SW18 1AZ**

Applicant : **Nabil Meriane**

Representative : **N/A**

Respondent : **A2 Dominion South Ltd**

Representative : **Mr Christopher Last Inhouse 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 H Carr**
Judge Richards-Clarke
Mr R. Waterhouse FRICS

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

Date of hearing : **11th November 2025**

Date of decision : **31st December 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that it has no jurisdiction to determine the service charges demanded for the service charge year 2022 – 2023.
- (2) The tribunal determines that the sum of £3086.38 is payable by the Applicant in respect of the service charges for the years 2023 – 4. This is the sum demanded by the Respondent minus management fee incorrectly calculated at £28.37.
- (3) The tribunal determines that the sum of £3326 is payable by the Applicant in respect of the estimated service charges for the years 2024 – 5. This is the sum demanded by the Respondent plus a reduced estimate for the management fee of £100.
- (4) The tribunal makes the determinations as set out under the various headings in this Decision.
- (5) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
- (6) The tribunal determines that the Respondent shall pay the Applicant £330 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act in respect of the service charge years 2022- 2023 and 2023 -24 and for the budgeted service charges for 2024 – 25.

The hearing

2. The Applicant appeared in person and the Respondent was represented by Mr Last of the Respondent's inhouse legal team.
3. The Respondent applied for the tribunal's permission to submit a correct copy of the headlease. The Applicant agreed that the correct copy should be before the tribunal and the tribunal granted permission for its submission.
4. At the commencement of the hearing Mr Last applied for an adjournment because his main witness was unavailable due to sickness. After some discussion and with the agreement of the parties the tribunal determined to continue with the hearing. It made it clear that if Mr Last

was not able to provide the necessary explanation of the workings of the service charge provisions in the Applicant's lease it would reconsider Mr Last's application.

5. In the event Mr Last was unable to answer the Applicant's questions about the service charge calculation, nor was he able to explain to the tribunal how the service charges were calculated and apportioned. He was able however to secure the attendance of Mr Briggs. Mr Briggs is a senior service charge manager with the Respondent who, with the agreement of the Applicant, attended by video after an adjournment. The tribunal was very grateful for the evidence of Mr Briggs who provided clear and honest evidence about the workings of the service charge provisions in the Applicant's lease. Mr Brigg's statement, provided after the hearing, is attached as an Appendix to this decision as it provides information about processes which will be helpful to the Applicant in the future.
6. For the avoidance of doubt, the hearing commenced as an oral face to face hearing which was converted by the tribunal to a hybrid hearing with the agreement of the parties using its case management powers under Rule 6 of its procedural rules.

The background

7. The property which is the subject of this application is a purpose built 28 sqm first floor studio flat built in 2002. It forms part of a block comprising 65 flats which is a part of a large estate containing some 500 properties. The studio flat is one of 16 flats on the first floor of the block and has no access to lifts.
8. 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.
9. The Applicant holds 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 and will be referred to below, where appropriate.

The issues

10. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) The payability and/or reasonableness of service charges for service charge years 2022- 2023 and 2023 – 2024 (actuals) and 2024 – 2025 (budgeted costs). In particular the applicant seeks

- a. Clarification on the calculation of the service charges
 - b. The reasonableness and payability of administration charges
 - c. The reasonableness and payability of the freeholder's managing agents penalty charges.
11. 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.

The legal arrangements of the property.

12. The property is owned on a shared ownership basis. The landlord of the property, the Respondent, only owns this property in a development of over 500 flats. It holds its interest on a leasehold basis, and pays service charges as demanded by the freeholder.
13. The applicant bought 40% share of the property in 2021. It appears that at one stage in the block's legal history the Respondent was the landlord of nine properties in the block. However, as a result of staircasing, the other properties are owned 100% by their leaseholders. The Respondent was not able to provide the dates when its former leaseholders ceased to be its leaseholders.
14. The managing agent for the freeholder is Rendall and Rittner Limited. Their charges are referred to in the service charge demands as external agents charges. These cover concierge, estate office costs, sundry staff costs as well communal electricity, water, insurance etc. As the properties cease to be leased from the Respondent the proportion of charges to be met by the Applicant increases. The Respondent says that the amount demanded correspondingly decreases, but did not provide copies of the demands from the freeholder.

Service charges 2022 -2023

15. All monies demanded for 2022 – 2023 were reimbursed to the applicant by the respondent. This meant that there was no outstanding dispute between the parties and, using its powers under its procedural rules the tribunal struck out that part of the application which related to that year.

Service charges 2023 -2024

16. For the service charge year 2023 – 2024 the Applicant asked for an explanation of the apportionment of the service charges and assurances that the penalty charges levied by the freeholder for the Respondent's late payments were neither payable by him nor paid by him.
17. He also questioned the payability of the management fees. He had been charged £28.37 and he could not understand that calculation.
18. Mr Briggs, a Senior Service Charge Officer for the Respondent provided an explanation of the situation. That explanation is set out in paragraphs 4 – 11 of his statement exhibited at the Appendix to this decision. The explanation includes an explanation as to the appearance and subsequent deduction of a £60 cost.
19. In relation to the management fee, Mr Briggs explained that in circumstances where the Respondent did not provide full management of the property, its standard management fee of £286 was reduced to £255. This was then reduced to £28.37 as those preparing the service charge demands thought that the sum was to be shared between nine shared owners. However by this time the Applicant was the only shared owner and was responsible for the full amount of the management fee. For the avoidance of doubt it was clear that the amount of management fee had been reduced as various owners staircased to 100%.
20. When questioned by the tribunal Mr Briggs said that the organisation was unable to provide a tailored management fee adjustment for the very limited management services provided in these circumstances where the only management services provided were the passing on the service charge demands.

The tribunal's decision

21. The tribunal determines that the amount payable in respect of actual service charges for 23/24 is £3086.38. .

Reasons for the tribunal's decision

22. The tribunal was persuaded by Mr Briggs' explanation of the apportionment of the service charges and persuaded that no late payment fee had been charged.
23. The Applicant indicated that he was also satisfied by that explanation.
24. However the tribunal did not accept that £255 was a reasonable charge for management. It was clear that very minimal services were provided

by the Respondent and that therefore the charge should be considerably lower.

25. The tribunal notes that the Applicant is paying for a full management service from the freeholders' managing agents.
26. The tribunal also considers that the Respondent should have provided a proper and accurate explanation of the calculation of the management charges and should ensure that the service charges presented by the freeholder's managing agents are accurate.
27. It therefore determines to remove the charge for the managing agents from the service charges demanded for 2023 – 2024 as it determines that any charge for such limited and inadequate management services is unreasonable. However as a mistake was made in the calculation of the service charges and only £28.37 was charged, it is that amount that has been taken off the service charges demanded.

Service charges 2024 - 2025

28. The Applicant asked for clarification of the budgeted costs for these years as there had been a revision of the estimates without any explanation provided to him.
29. Mr Briggs' explanation of the splitting of the charges between the building costs and the estate costs and the different apportionment of those charges that he provided for the actual service charges for 2023/24 applies to the estimated charges for 2024/2025.
30. Mr Briggs accepted that the Respondent had not adequately managed its relationship with the freeholder's managing agents. He explained, in paragraph 13 of his statement, that new arrangements had been put in place to address the failings.

The tribunal's decision

31. The tribunal determines that the amount payable in respect of estimated service charges for 2024/25 is £3326 including £100 for management fees.

Reasons for the tribunal's decision

32. The tribunal accepts the explanation of the estimated service charges.
33. However it does not consider that the estimated service charge for management fees is reasonable in the light of the very limited management services provided. It considers that the work carried out

warranted only a low charge as in effect all that is being done is forwarding service charges. The tribunal determines that a fee of £100 is a reasonable estimate for this work.

Application under s.20C and refund of fees

34. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application/ hearing¹. Having heard the submissions from the parties and 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.
35. In the application form the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, and noting in particular that a hearing was required in order to provide a coherent explanation of the calculations of service charges, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: Judge H Carr

Date: 31st December 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.

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

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).

IN THE FIRST-TIER TRIBUNAL (PROPERTY CHAMER)

CLAIM NO: LON/00AG/LSC/2025/0801

B E T W E E N :

NABIL MERIANE

Applicant

~and~

A2DOMINION SOUTH LIMITED

Respondent

WITNESS STATEMENT OF JAMES BRIGGS

I, **JAMES BRIGGS** of A2Dominion South Limited, 113 Uxbridge Road, Ealing, London W5 5TL, having appeared to give evidence in the Tribunal hearing on 11th November 2025 **HAVE SAID AS FOLLOWS:**

1. I am a Senior Service Charge Officer for the Claimant, A2Dominion South Limited ('A2D'). I am duly authorised to provide this statement on behalf of the Respondent.
2. The facts and matters referred to in this witness statement are within my own knowledge (or are derived from records held by the Respondent), except where stated otherwise. I confirm that the information contained in this statement is true to the best of my knowledge and belief.
3. I make this statement following the oral evidence given in the Tribunal hearing on 11th November 2025 at the request of the Tribunal Judge. I have been asked to provide statements on six specific points.

Service charges for 2023/24

4. The service charges for 2023/24 (the estimate for which is exhibited at p531 of the bundle, the actuals for which are exhibited at p537 of the bundle) contains charges for both a building cost and an estate cost. The estate costs are calculated on a 'even spit' basis whereby each of the properties within the estate pays an equal share of the relevant costs. The building costs are in two parts: firstly a split which appears to be based on floor area; and secondly a water charge which is only applied to residential properties.
5. These apportionment values are applied by Rendall & Rittner, the managing agents for the superior leaseholder, and the demand for payment then sent to the Respondent. The Respondent passes this pre-calculated cost on to the Applicant.
6. At pages 197 and 198 of the bundle we can see that the combined costs the year are £1,538.69 and £1,747.39, making a total of £3,286.08. It was agreed that balancing charges received from Rendall & Rittner in respect of their 2022 year end accounts would not be recharged to the respondent and so £199.67 was removed from the above charges leaving a total of £3086.38 as detailed p537 of the bundle.

£60 late payment charge

7. It has been suggested by the Applicant that there was a late payment charge added to the account which he has been asked to pay. This is not the case.
8. The final figures given by Rendall & Rittner for 28th June 2023 (exhibited at p197 of the bundle) and 7th September 2023 (exhibited at p198 of the bundle) would appear to show an increase of £60 in the total sums owed with no account given as to where this £60 cost has been incurred.
9. This cost appears to be a discrepancy and while this was initially included in the year end accounts for 23/24 was subsequently refunded to the residents account on 6th February 2025.

Estate costs as a percentage

10. The estate costs demanded of the Applicant are calculated as 0.764% of the total estate costs incurred. This is calculated by a simple division of the total estate costs incurred by the superior landlord between all properties in the estate and passed on by Rendall & Rittner.

Management fees

11. The Respondent includes a management fee to cover the Respondent's costs of administration for the property. This is a standard fee charged across any of our properties. There would appear to have been an error in the actual demands for 2023/24 (exhibited at p537 of the bundle) whereby the £255.00 management fee has been apportioned to 11.1% for the year, where in previous and subsequent years the full sum would have been demanded at 100%.

2024/25 estimates

12. The estimates for 2024/25 were revised after first issue and resent to the Applicant without a full covering letter. It is regrettable that the situation was not explained more clearly to the Applicant at the time. It was made clear in both evidence and cross-examination that the latter estimates are those to which future reference should be made, if necessary.

Managing agents team

13. The Respondent acknowledges that there have been difficulties with the management of external, third-party managing agents, especially in circumstances such as the present case where a superior landlord instructs an agent to manage the service charges. The Respondent has, in the last two months, created a dedicated team comprised of 12 staff to proactively manage these managing agent relationships from hereon in. Both myself and Mr Last were involved in the steering group establishing this new team and we have confidence that this new

resource can be used to improve communication with our external agents.

Statement of Truth

I believe the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: James Briggs

Full name: JAMES BRIGGS

Position or office held: Senior Service Charge Officer of A2Dominion South Limited

Dated: 26.11.25

