



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

Tribunal Case Reference	:	LON/00BK/LSC/2025/0944
Properties	:	Flat 7, 41 Craven Hill Gardens, London W2 3EA
Applicant	:	38/41 CHG Residents Co Ltd
Representative	:	Dale & Dale Solicitors Ltd
Respondent	:	Richard Christopher Ely
Type of Application	:	Payability of service charges
Tribunal	:	Judge Nicol Mr A Fonka
Date and venue of Hearing	:	9th January 2026 10 Alfred Place, London WC1E 7LR
Date of Decision	:	9th January 2026

DECISION

The charges set out in the application totalling £11,529.70 are reasonable and payable by the Respondent to the Applicant.

Relevant legal provisions are set out in the Appendix to this decision.

Reasons

1. The Applicant is the freehold owner of the building in which the subject property, a two-bedroom flat, is located. The Respondent is the lessee.
2. The Applicant has applied for a determination under the Landlord and Tenant Act 1985 ("the 1985 Act") as to the reasonableness and payability of service charges demanded from the Respondent for the years ending

31st March 2022 to 2025, totalling £11,729.70 (the application claimed £11,759.70 but the Applicant conceded that a £30 administration charge should be deducted).

3. The Tribunal heard the case on 9th January 2026. The attendees were:
 - Mr Martin Comport, Dale & Dale Solicitors, representing the Applicant; and
 - Mr Stephanos Stephanides, the sole director of the Applicant company and the lessee of one of the other flats in the same building.
4. The relevant documents were contained in a bundle of 118 pages prepared by the Applicant.

Respondent's non-attendance

5. The Respondent did not attend the hearing and has not participated in the proceedings. Under rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, if a party fails to attend a hearing the Tribunal may proceed in their absence if the Tribunal—
 - (a) is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing; and
 - (b) considers that it is in the interests of justice to proceed with the hearing.
6. The Tribunal wrote to the Respondent, by email and by post to the subject property, on 29th July and 11th August 2025, on the latter occasion enclosing the directions which set out the hearing date.
7. On Monday 5th January 2026 the Respondent initiated email correspondence with Mr Comport during which it was clear he was aware of the hearing date. Mr Comport sought to explain the Tribunal process to him but he has still not attended or communicated with the Tribunal in any way. He has thereby also failed to comply with any of the directions.
8. There is no reason to think that the Respondent would change his attitude and begin engaging with the proceedings if the hearing were adjourned. Rather, his failure to comply with the Tribunal's directions are grounds for barring him from participation. He has not at any time indicated that he objects to the reasonableness or payability of any service charges. In contrast, the Applicant is out of pocket due to the Respondent's failure to pay.
9. The Tribunal is satisfied that the Respondent has been notified of the hearing and that it is in the interests of justice to proceed with the hearing.

The Lease

10. The only available copy of the Respondent's original lease is poor quality, making it difficult to read in parts. Mr Comport provided a clear copy of

the lease for a neighbouring flat, Flat 5, which he said was materially in the same terms. The Tribunal could read enough of the Respondent's lease to confirm this.

11. By Clause 4(4) of the lease, the Respondent covenanted to pay the Applicant the service charges and sums in advance and on account of service charges as defined and at the times stated in that clause. The actual expenditure of the service charge is to be certified by a certificate signed by the managing agents of the Applicant.
12. The sums in advance and on account of service charges are to be paid in advance on the 29th September and 25th March in each year.
13. The service charge expenditure is that set out in the Fifth and Eighth Schedules to the lease and the percentage contribution by the Respondent to the service charges is 2.0% and in respect of the lift expenses is 3.0%, as set out in the Seventh Schedule.
14. Paragraph 10 of the Fifth Schedule specifically refers to a reserve fund as does paragraph B(4) of the Eighth Schedule. The reserve fund contributions are based on a Planned Maintenance Programme.

The service charges

15. The Applicant had provided the service charge demands, statements of account and section 20 consultation notices in the hearing bundle. The Tribunal is satisfied they are in proper form. No grounds have been given to doubt the reasonableness or payability of any of the service charges referred to therein.
16. In the circumstances, the Tribunal determines that £11,729.70 is payable in service charges by the Respondent to the Applicant.

Name: Judge Nicol

Date: 9th January 2026

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18

- (1) In the following provisions of this Act "service charge" means 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 or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are 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.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) 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 provisions 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.
- (2) 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.

Section 27A

- (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.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
- (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

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).