



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

Case Reference : HAV/29UK/LSC/2024/0623

Property : 22 Roman Court, High Street, Edenbridge,
Kent, TN8 5LW

Applicant : Muselin Omotayo Kasumu

Representative : n/a

Respondent : Fairhold Homes (No.19) Limited

Representative : Mr Alford of counsel instructed by
JB Leitch Solicitors

Type of Application : Determination of liability to pay and
reasonableness of service charges
Section 27A Landlord and Tenant Act 1985

Tribunal Member : Judge D Gethin
Mr D Ashby
Mr B Bourne

Date and venue : 15 September 2025, Ashford Tribunal
Hearing Centre and 3 November 2025

Date of Decision : 19 January 2026

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that the following sums are payable:**
 - a. 2022/23 Actual Service Charge – £5,366.58**
 - b. 2023/24 Actual Service Charge – £9,902.22**
 - c. 2024/25 Estimate Service Charge – £10,641.09**
- (2) The Tribunal does not have jurisdiction to consider the 2021/22 Actual Service Charge.**
- (3) The Tribunal determines that the *Administration Charge 2021* is not payable.**
- (4) The Tribunal refuses the application to make an order under section 20C of the Landlord and Tenant Act 1985.**
- (5) The Tribunal makes an order under paragraph 5A, Schedule 11 to the Commonhold and Leasehold Reform Act 2002 so that none of the Respondent's costs of the Tribunal proceedings may be passed to the Applicant as an administration charge.**
- (6) The Tribunal refuses the application for an order under rule 13(2) in respect of reimbursement of the Tribunal fees paid by the Applicant.**

The Application

1. The Applicant has made an application dated 12 October 2024 for determination of liability to pay and reasonableness of service charges originally stated as being for the years 2021 to 2026 [1-10]. The Applicant further seeks orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. The application was received on 16 October 2024.
2. A hearing took place on 15 September 2025 to determine the application. The Respondent provided an electronic bundle. The Tribunal was addressed by Mr Alford, Counsel on behalf of the Respondent, and by the Applicant, Mr Kasumu. Mr Cooper, Operations Director for the Respondent's former managing agents, FirstPort Limited, attended as a witness on behalf of the Respondent.
3. The relevant years under consideration are 2021-22, 2022-23 and 2023-24 and on account charges for 2024-25. Following the adjournment for lunch, Mr Alford informed the Tribunal that whilst the demand for 2021-22 had been

sent to a former lessee, no demand had been sent for 2022-23 until 25 July 2024.

4. The bundle contained a demand dated 25 July 2024 [557-560] which was an invoice for unpaid monies in respect of an administration charge, and service charges for 2021-22 (incurred by the former lessee), 2022-23 (partially incurred by a former lessee) and 2023-24 (incurred solely by Mr Kasumu) in the sum of £20,312.72.
5. We were also provided in the bundle with annual accounts for 2023-24 [129-136] and 2024-25 [305-311]. Those accounts did not explain how the lessee's contribution was arrived at, but we were told by Mr Cooper, Operations Director for the former managing agents, FirstPort Limited, that the lessee contributes 2/118th towards the costs incurred under "S1 Estate" and 1/52nd towards the costs incurred under "S2 Assisted Services". The apportionments are made in accordance with the terms of the lease.
6. During lunch, the Tribunal took the annual account for 2023-24 and calculated the amount we believed the lessee would owe applying the apportionment figures given above. That sum did not match with the amount recorded as payable in the demand dated 25 July 2024 [557-560].
7. The Applicant had requested at the Case Management and Directions Hearing on 1 April 2025 a breakdown of his contribution towards the service charge. That had not been provided by the Respondent and given the sum we calculated did not match the amount the Applicant was asked to pay for 2023-24, we were of the view that the Respondent should be asked to demonstrate how the service charge for each of the years in dispute was calculated, including a breakdown of the Applicant's contribution to each line item recorded in the annual accounts.
8. It also appeared that some of the costs in 2022-23 could not have been demanded of the Applicant, or his predecessor-in-title, within 18 months of them having been incurred, and therefore may not be payable in accordance with section 20B of the Landlord and Tenant Act 1985.
9. Mr Alford agreed that this could not be resolved in the time available, and that he would need to take further instructions.
10. In addition, the Applicant had to leave the hearing at 4:50pm before the Tribunal had had the opportunity to hear from the parties as to their submissions on the Applicant's applications under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
11. In the Applicant's absence, Mr Alford agreed to further directions being made to allow both parties to address the question of the invoices, and to address the applications under section 20C and paragraph 5A by way of written submissions before the Tribunal reached its decision.

12. The Applicant provided its closing submissions and breakdowns of the amounts submitted to be paid by the Applicant for 2021-22, 2023-24 and 2024-25 made a case management application on 29 September 2025 requesting an extension to the date by which the Respondent was to evidence which, if any, of the costs demanded for 2022-23 had been incurred within 18 months.
13. The application was granted by the Tribunal on 1 October 2025 and the Respondent duly provided the witness statement of Claire Batchelor, Senior Service Charge Manager, dated 3 October 2025 in support.
14. The Applicant submitted his closing submissions on 5 October 2025.

The Background

15. The Property is situated within a 4-storey building built in or around 2005 with 52 flats (“the Building”). Neither party requested an inspection, and the Tribunal did not consider that one was necessary to resolve the matters in dispute.
16. The Applicant’s case is that the sums demanded in relation to various service for the years in dispute are not recoverable from the leaseholders by way of a service charge or are unreasonable.
17. The Applicant purchased the Property on or around 14 June 2023 at auction. The Applicant admitted at the hearing that he had not sought legal advice prior to the purchase.
18. The Property is subject to a long lease dated 2 August 2007.
19. The service charge accounting period runs from 1 September to 31 August.
20. Since 16 March 2025, management of the Property has been undertaken by Roman Court (Edenbridge) RTM Company Limited which, as the name suggests, is a right to manage company established by the lessees and which has sought and acquired the right to manage.
21. From the statement of account [556] and breakdown of costs appended to the Respondent’s Closing Submissions the amounts in dispute are as follows:

Administration Charge 2021

£60.00 although no evidence of it having been demanded

2021/2022 Actual Service Charge

£8,155.99 demanded from the predecessor lessee of which £1,625.17 remains unpaid and re-demanded from the Applicant on 25.07.24 [557-560]

2022/2023 Actual Service Charge

£8,980.05 demanded from the Applicant as an on-account amount on 25.07.24 [557-560] alongside a credit note for £498.45 [557-560] following the audited accounts for the period giving a balance purportedly owed of £8,481.63

2023/2024 Actual Service Charge

£10,145.92 demanded from the Applicant as an on-account demand on 25.07.24 [557-560] alongside a credit note for £96.73 applied on 7 March 2025 following the audited accounts for the period giving a balance purportedly owed of £10,049.19

2024/2025 Estimate Service Charge

£10,641.09 demanded from the Applicant as an on-account demand on 22 August 2024 [569-572]

The Issues

22. At the Case Management and Dispute Resolution Hearing held on 1 April 2025 at which the Applicant and Mr Alford on behalf of the Respondent were in attendance, the Tribunal identified that the Applicant's challenges relate, at least primarily, to four heads of service costs, namely Catering, Laundry, "Room" Cleaning and Staff Number/Costs.
23. The Applicant's position is that there is limited use of the services provided by the Respondent for the residents. The Applicant submits that the cost of the service charges is excessive and that this has affected the value of the flats in the Building. The Applicant submits that approximately one-third of the flats are empty, which in combination with the residents seeking the right to manage, is evidence that the cost of the service charge is unreasonable.
24. Having considered the Hearing Bundle, the Applicant's 'Rebuttal' dated 10 July 2025, Skeleton Arguments from both parties, Submissions from both parties including written Closing Submissions, and the oral evidence of the Applicant and Mr Cooper, the Tribunal has made determinations on the various issues as follows.

The Relevant Law – Service Charges, Reasonableness and

25. A service charge is defined by section 18(1) of the 1985 Act reads as follows:

18 Meaning of “service charge” and “relevant costs”.

(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.

26. Section 19 of the 1985 Act provides that there is a limitation on service charges in that they must be reasonable:

19 Limitation of service charges: reasonableness.

(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 provision 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.

27. Section 20B of the 1985 Act provides a further limitation on service charges in that there is a time limit on when a landlord may make a demand:

20B Limitation of service charges: reasonableness.

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months

before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

The Applicant's Case

28. The Applicant's case, particularly as expressed in his 'Rebuttal' dated 10 July 2025 was somewhat general in its approach, in particular invoking matters which the Tribunal would not have jurisdiction to consider such as Article 1 of the First Protocol of the European Convention on Human Rights and unfair terms under the Consumer Rights Act 2015, although we note he is a litigant-in-person.
29. The Applicant was of the view that the service charge was not reasonable for the following reasons:
 - (i) Charges for laundry and catering are imposed universally despite being optional or unused by many.
 - (ii) Charges include excessive staffing (e.g., night carers, multiple cleaners, mostly unskilled workers being paid huge salaries) that benefit only a minority of residents.
 - (iii) No itemised breakdowns have been supplied despite requests.
 - (iv) Charges rise annually far beyond inflation (19% increase for 2023–2024).
 - (v) Property value has plummeted from approx. £150,000 to under £5,000 due to unsustainable charges, making the lease a financial liability.
 - (vi) In the Rebuttal, not included in the Hearing Bundle, the Applicant also submitted that section 20B applied.
30. The Applicant was of the view that he was paying too much for services that the Respondent should have stopped providing or delivered in a more cost-effective manner.

The Respondent's Case

31. The Respondent's position is that the Applicant's challenge is completely without merit. The Applicant had purchased at auction a retirement flat in an assisted living development without properly considering the nature of his purchase and the obligations attached to it, including the Respondent's obligation under the terms of the lease to provide housekeeping and catering services which necessarily incurs relatively high overhead costs but that those charges were reasonably incurred.
32. At paragraph 18 of Mr Alford's skeleton argument, the Rebuttal is referenced and Mr Alford states that Mr Cooper is ready to assist the Tribunal with any further details required to meet the points made by the Applicant.
33. We are therefore content that the issue of Section 20B has been raised by the Applicant, albeit without any particularity, and that the Respondent should therefore address it.

The Tribunal's Decision

34. We would preface our decision with the following observations.
35. The Respondent's managing agents manage an extensive portfolio of properties across a broad array of tenures including assured tenancies, market rent tenancies, outright leasehold, shared ownership, and assisted living developments such as the Property.
36. Mr Cooper was candid in his oral evidence that the level of information concerning the service charge and the breakdown of the costs provided to residents of the Building was not as comprehensive as that ordinarily provided to leaseholders on other developments. No explanation was given for the differential treatment.
37. That is a moot point given the right to manage has been exercised since the application was brought, but we make that observation because whilst the Applicant's challenge as to the reasonableness was entirely without merit, the Respondent had made accounting errors which we discuss below as to the amounts the Applicant is liable to pay and that the Applicant is still entitled to be provided with a clear and accessible explanation as to how costs have been incurred.
38. As to the Applicant's submission that the service charge was at such a level as to cause the value of his Property to catastrophically fall, we make no such finding that is the case as that is not within our jurisdiction.

39. However, we did not find the Applicant to be a reliable witness. It became apparent that he had bought 'blind' at auction, he had not sought legal advice before the purchase, he had not approached the Respondent to confirm what the likely service charge would be, and consequently he had either not properly considered the terms of the lease or he had recklessly or wilfully disregarded the terms.
40. Although he had paid a relatively low price at auction, in hindsight the Applicant may be of the view that he entered into a bad bargain. That may be the case, but that was a bad bargain of his own making and not as a result of anything that the Respondent, or their managing agents, had done.
41. The Applicant made a number of allegations regarding 'irregularities' by the Respondent throughout the hearing that were entirely without merit. These included that the Respondent had employed staff from another organisation called The Lantern despite Mr Cooper assuring the Applicant that The Lantern is the name of the building in which one of the managing agent's offices is situated.
42. We also record the fact that the Building is an assisted living development and the Applicant knew, or ought to have known, that he was not permitted to reside at the Property or to sublet it when he purchased it.
43. Paragraph 2 of the Seventh Schedule to the Lease [124] provides that the Applicant shall not allow a person other than a Qualifying Person [100], namely a person aged "*65 years of age or such other age as the Landlord may in its discretion permit*" [99] who "*is capable of living independently within the domiciliary care (not being nursing care) structure*", to occupy the Property.
44. The Applicant had either undertaken no diligent enquiries as to his terms of the Lease prior to purchase, or recklessly purchased the Property in the hope that the Respondent would not seek to enforce the terms of the Lease.

Reasonableness of the Services

45. In accordance with the Eighth Schedule to the Lease [126] and the definition of the Service Charge Fraction [101], the Applicant is obliged to contribute:
 - 1) 1/52 of the cost of the Assisted Services.
 - 2) 2/118 of the cost of the Estate Services.
46. Each flat in the Building is equally liable for the cost of the Assisted Services, whereas the Estate Services are apportioned to give some weight to the number of bedrooms in each flat, hence the different proportions.

47. Should the number of flats that are occupied reduce, the Applicant's service charge contribution towards Assisted Services remains 1/52 of the costs incurred by the Respondent.
48. Paragraph 4 of the Fourth Schedule [111] and paragraph 1 of the Fifth Schedule [114] require the Applicant to pay the service charge without deduction and to do so in advance with a balancing charge or be paid or credit to be applied against the account after the end of the service charge year [111-112].
49. The Sixth Schedule to the Lease [120] sets out the Respondent's obligations to provide services, the cost of which may be recovered through the service charge.
50. Paragraph 7 of the Sixth Schedule [123] provides :

“7. [The Landlord Covenants with the Tenant as follows] So far as practicable...to use its best endeavours to provide and maintain the services of an Estate Manager (Assistant Estate Manager(s) and night time sleep-in care staff, if appropriate) for the purpose of being available to tenants in the Building twenty four hours of the day to render such assistance as may reasonably be expected of a person in such a position possessing no medical or other special qualification or skill and to supervise the provision of services in the Building and on the Estate and to perform such other duties as the Landlord may in its discretion stipulate together with an emergency call system connected to central control for the purpose of providing assistance in cases of emergency”

51. The “Assisted Services” are set out in paragraphs 8 and 9 of the Sixth Schedule [123]. Under these paragraphs, the Respondent is obligated to provide housekeeping and catering services, either itself or (in its discretion if it considers it reasonable to do so) by the employment of a contractor. Paragraphs 8 and 9(i) provide as follows:

“8. [The Landlord Covenants with the Tenant as follows] To provide or procure the provision of such contractors as it considers necessary or desirable (upon such terms as it considers reasonable) to provide 1 hour a week Domestic Assistance for the Tenants within the Premises

9. [The Landlord Covenants with the Tenant as follows] To provide or procure the provision of such contractors as it considers necessary or desirable

- (i) to provide meals upon such terms and conditions it shall consider reasonable*

(ii) *to provide additional Domestic Assistance and Domiciliary Care as the Landlord shall agree with the Tenant provided that the sole cost thereof shall be met by the Tenant”*

52. Provision of Assisted Services is not unconditional. Paragraph 7 of the Fourth Schedule provides a mechanism whereby the Respondent could have sought to vary the services provided by consulting with residents of the Building. Many, unlike the Applicant, will have purchased their flat on the expectation that the Assisted Services would continue to be provided.
53. The provision of meals does not mean free meals. Those who use the catering service pay a subsidised price for the meal itself and to assist with planning, residents must notify the catering staff of their intentions for the week ahead.
54. This is to minimise the cost passed through the service charge that all leaseholders must pay, regardless of whether they use the catering service or not. The service charge pays for the employment of catering staff including waiting staff given the mobility issues of some residents, as well as towards the upkeep of the kitchen facilities and equipment itself.
55. The Applicant does not avail himself of the catering service and therefore submits that he should not have to contribute towards its costs or that the costs are generally too high as meals are prepared from scratch despite relatively few of the residents eating in the common dining hall.
56. Mr Cooper's evidence was that they had consulted with residents regarding the catering services, and that those residents who used the service wanted to continue to receive meals that were cooked using fresh ingredients.
57. As for the laundry service, residents are entitled under paragraph 8 to 1 hour of Domestic Assistance. Mr Cooper explained that residents can elect to use this provision by either having their own flat cleaned, or to have their laundry taken to the laundry room, cleaned and dried, and returned to them.
58. There is no merit to the Applicant's submissions. In the same way that the tenant of a ground floor flat has to contribute towards the costs of a lift in a high-rise building even though they may not use it themselves, so must the Applicant contribute towards the Catering and Domestic Assistance regardless of whether he uses those services.
59. In respect of the employment of the numbers of staff, the Applicant made various submissions that were unsubstantiated that the number of staff was too high, that he did not seek the night staff, that staff should only be paid minimum wage and contributions towards employee benefits were unreasonable.

60. It is commonplace that leaseholders consider the only cost of employment to be a person's salary. They disregard the employer's statutory contributions towards national insurance, employee pensions and other costs of employing staff such as payroll. As to the Respondent's employee benefits, that may be a more cost-effective way of providing more benefit to the employee without having to increase salaries to remain competitive in the labour market.
61. The Applicant was not able to provide any evidence to show that the costs were in themselves unreasonable or that the level of staffing was unreasonable. There were no comparative costs provided that might show this, and we found Mr Cooper to be a credible witness when it came to explaining the costs of employing staff and how they were deployed in multiple roles.
62. Having regard for the evidence in the bundle and the oral evidence, we found that the Respondent was obliged to provide the services provided, that the costs were reasonably incurred and that the costs were reasonable having regard for the standard of services provided.
63. That is not the end of the matter, and we must go on to consider the charges demanded.

Administration Charge 2021 - £60.00

64. Although this appeared on the Statement of Account [556], there was no evidence of this ever having been demanded or the purpose of the administration charge.
65. As a consequence, we determine that the Applicant is not liable to pay this amount.

2021/2022 Actual Service Charge - £1,625.17 balance outstanding

66. This sum appeared on the Statement of Account [556] as a balance brought forward. It was 're-demanded' from the Applicant on 25 July 2024 [557-560] although technically it did not need to be. Given this was incurred for a period before the Applicant's ownership, it does not prevent him from raising a dispute if there was evidence that a predecessor(s) had not previously agreed or admitted the service charge (see section 27A(4)(a) of the 1985 Act).
67. Given the Applicant's predecessor in title had substantially part paid the 2021/22 service charge, and absent any evidence to suggest otherwise, we conclude that the sum was demanded and agreed by the predecessor such that we do not have jurisdiction to consider the Applicant's application in respect of

this sum. However, we would note that there was no evidence to support the submission that costs incurred during this period were unreasonable.

68. Whilst the Applicant is not personally liable to pay, the consequence of the law regarding forfeiture is that if the Applicant does not discharge the arrears the predecessor's breach of the Lease has not been remedied and the Respondent may therefore be entitled to forfeit the Lease. The Applicant can remedy the breach by paying the balance outstanding which we would have otherwise determined to be £1,625.17.

2022/2023 Actual Service Charge - £8,908.08

69. The Estimate Charge of £8,890.08 was only demanded for the first time on 25 July 2024 [557-560]. A separate credit note in the sum of £498.45 was raised on 29 July 2025 [565-568]. No predecessor(s) had paid any contribution towards the costs for the period.
70. The Applicant raised a *prima facie* argument concerning section 20B in his Rebuttal. The parties were not in a position to address us at the hearing on when costs had been incurred and the parties were directed to make written submissions on this point.
71. There was no evidence of a notice complying with section 20B(2) of the 1985 Act had been served. Consequently, if the Respondent had incurred costs on or before 23 January 2023, they would necessarily have been "*relevant costs taken into account in determining the amount of any service charge [that] were incurred more than 18 months before a demand for payment of the service charge is served on the tenant*" (section 20B(1) of the 1985 Act) and so the Applicant should not be liable to pay them.
72. We had regard for Ms Batchelor's witness statement dated 3 November 2025. She had provided a breakdown of the costs and when they were incurred (Annex 2 to her witness statement) and highlighted those entries which incurred on or after 24 January 2023. Where there was a recurring monthly charge, she has apportioned the cost for 24 January onwards. We accept Ms Batchelor's figures in full in which she calculates the leaseholder's contribution from 24 January 2023 to 31 August 2023 to be £5,366.58.
73. The demand was served on the Applicant after the date on which he had taken ownership. We accept that this would have been an unpleasant surprise, but we find that he is liable to pay the sum. It was open to the parties to the conveyance to reach agreement for the seller to retain some of the proceeds of sale to pay the costs incurred for this period, but absent any such agreement it will be the Applicant's liability to pay the sum of £5,366.58.

2023/2024 Actual Service Charge - £10,049.19

74. As part of the Respondent's written submissions provided after the hearing, it became apparent that there had been a miscalculation in the Applicant's contribution towards the service charge for this period due to human error.
75. We are satisfied that the correct amount should have been £9,902.22 and substitute that figure as the amount that the Applicant is liable to pay for this period.

2024/2025 Estimate Service Charge - £10,641.09

76. The Estimate Charge of £10,641.09 was demanded from the Applicant on 22 August 2024 [569-572].
77. The costs of an estimate, or on-account, demand can be challenged as being unreasonable (see section 19(2) of the 1985 Act) but we are not minded to make any adjustment in light of our findings above that the Applicant's submissions on the reasonableness of the charges are without merit.
78. In due course, Roman Court (Edenbridge) RTM Company Limited will need to reconcile the costs that were actually incurred in this period and either make a further demand for payment or apply a credit to the Applicant's account.
79. The Applicant will be entitled to bring a future application against Roman Court (Edenbridge) RTM Company Limited should he consider the *2024/25 Actual Service Charge* costs to be unreasonable once demanded.
80. We note that since the application was made and before the date of the hearing, Roman Court (Edenbridge) RTM Company Limited should have issued the *2025/26 Estimate Service Charge*. That was not before us.

Application Under s.20C and Para.5A and Refund of Fees

81. The Applicant has applied for an order under section 20C of the 1985 Act and under paragraph 5A of Schedule 11 to the 2002 Act preventing the Respondent from recovering any of its legal costs of these proceedings either as a service charge or as an administration charge.
82. Having considered the written submissions from the parties and taking into account the determinations above, the Tribunal determines that it is just and equitable in the circumstances for an order to be made under paragraph 5A of Schedule 11 to the 2002 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the Tribunal as an administration charge.

83. The Respondent made errors in its calculation of the *2023/24 Actual Service Charge* that only came to light as a result of these proceedings, and although there was no particularity in the Applicant's raising of section 20B as an issue in his Rebuttal, it transpired that some of costs incurred should not be regarded as relevant costs for the purpose of the *2022/23 Actual Service Charge*.
84. There was a general lack of explanation as to how costs had been incurred which the Applicant was entitled to and which the Respondent had been directed to provide, yet was only provided after the hearing itself by way of further submissions.
85. However, given that the majority of the Applicant's submissions concerned the reasonableness of the service charges, and those submissions were entirely without merit and arose out of the Applicant having entered into a bad bargain when purchasing the Property at auction, we refuse the application for an order under section 20C of the 1985 Act. It would not be fair and just if the Applicant were to escape liability to pay a contribution towards the costs of the proceedings when other leaseholders would, in principle, be liable.
86. In any event, since the management of the Building has since passed to Roman Court (Edenbridge) RTM Company Limited, we are unclear how the Respondent might seek to recover its costs of the proceedings through the service charge.
87. The Applicant has applied for an order for the reimbursement of fees paid by the Applicant in connection with these proceedings. Having considered submissions from the parties, and taking into account the determinations above, the Tribunal makes no order for the reimbursement of the Applicant's fees as the substantive submissions as to reasonableness were entirely without merit.

Rights of appeal

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.