



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

Case reference : **CAM/38UC/LSC/2025/0611**

Property : **Basement Flat, 234 Woodstock Road,
Oxford, OX2 7NJ**

Applicant : **Janice Manessi**

Representative : **Alexis Manessi**

Respondent : **St Edward's Court Management
Company**

Representative : **Okiemute Ejokpa (solicitor) of Bower
Bailey**

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 Bernadette MacQueen
Mr Michael Ayres, FRICS**

Date of hearing : **6 October 2025**

Date of decision : **1 December 2025**

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that the apportionment of the service charge is in accordance with the Lease and is reasonable for the reasons set out in this decision.
- (2) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 for the reasons set out in this decision.

The Application

1. The Applicant sought a determination pursuant to section 27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charges payable by the Applicant in respect of the service charge years 2018 to 2023 and future year 2024/2025. The issue for the Tribunal was how the service charge was apportioned.

The Hearing

2. The Applicant, Janice Manessi, did not appear but was represented by Alexis Manessi. The Respondent was represented by Okiemute Ejokpa, solicitor of Bower Bailey.
3. Neither party requested an inspection of the Property and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
4. The Tribunal had before it a bundle of documents consisting of 243 pages. Additionally, an electronic bundle was provided which had additional pages numbered 244 to 256. These additional pages were email correspondence from 2020 and 2025. There was no objection to these documents being included and therefore the Tribunal had before it a bundle consisting of 256 pages (the Bundle). Further, both the Applicant and Respondent provided a skeleton argument to the Tribunal.

The Background

5. The Applicant held a long lease of the Basement Flat, 234 Woodstock Road, Oxford, OX2 7NJ (the Property), which was a converted coal store forming a one bedroom flat. The development in which the Property was situated comprised two sets of apartments. The first, 234 Woodstock Road, consisted of four apartments (including the Property) which had been a large Victorian single private dwelling before it was converted.

The other block was a modern block of six apartments, built in around 1979-1980.

6. The Respondent, St Edwards Court Management Company, was the freehold owner and management company. It was therefore responsible for the building. This management company was run by directors. It appointed Elwood & Co as managing agent.

The Lease

7. The relevant lease was dated 17 August 1995 and made between Crown House Properties (Oxford) Limited (1) and Janet Jackson (2) (the Lease).
8. The relevant provisions of the Lease were as follows:
9. “Clause 2: The Lessee hereby covenants with the Lessor as follows:-
 - (i) To pay the said rent at the time and in the manner aforesaid
 - (ii) To pay all rates taxes assessments and other outgoings which may at any time be assessed charged or imposed upon the Demised Premises or any part thereof or on the [the] owner or occupied in respect thereof
 - (iii) To pay to the Lessor a maintenance charge being a fair proportion having regard to the extent to which the expenditure relates to or is for the benefit of the Demised Premises (such proportion in case of dispute to be fixed by the Lessor’s managing agent or accountant whose opinion shall be final) of the expenses which the Lessor shall in relation to the Property reasonably and properly incur in each maintenance year and which are authorised by the Fifth Schedule hereto (including the provision for future expenditure therein mentioned) the amount of such payment to be certified by the Lessor’s managing agent or accountant acting as an expert and not as an arbitrator as soon as conveniently possible after the expiry of each maintenance year...”
10. The Fifth Schedule of the Lease set out the costs and expenses as may from time to time be incurred by the Lessor in connection with the Property that could be charged upon the maintenance fund. Paragraph 11 of the Fifth Schedule provided that the Lessor’s managing agent shall collect such sums as they consider desirable for the purpose of accumulating a reserve fund.

The Issues

11. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) The payability and/or reasonableness of the non-resident surcharge
 - (ii) The apportionment of the service charge for the period 2018 to 2025
 - (iii) The apportionment of charges in connection with major work.
12. The Applicant confirmed that the payability and reasonableness of the service charges were not disputed
13. Having heard evidence and submissions from the parties and considered all of the documents provided, the Tribunal has made determinations under the headings set out at paragraph 11 (above).

The Payability of the Non-Resident Charge

14. It was agreed by both parties that for the period 2018 to 2023, residents who did not reside at the development had to pay an additional service charge described as a non-resident leaseholders' surcharge. The Respondent confirmed that this surcharge was no longer collected as it had been agreed that the surcharge was not payable under the Lease.
15. It was the Respondent's position that, given the passage of time as well as difficulties with crediting leaseholders' accounts, the non-resident surcharge should be recorded in the sinking fund/reserve fund.

Tribunal Decision – Payability of the Non-Resident Charge

16. The Tribunal accepts the position of both parties that a non-resident surcharge was not payable under the provision of the Lease.
17. The Tribunal does not accept the Respondent's position that the charge should be recorded against the reserve fund. A non-resident charge would only have been levied against non-resident leaseholders. This means that if this money is credited against the reserve fund, those leaseholders who have been charged will have paid more into the sinking fund than resident leaseholders.

18. The Applicant confirmed at the hearing that he would be prepared to accept either a credit to his account or a refund. The Respondent will therefore need to calculate the amount that the Applicant has paid by way of a non-resident charge and either refund this money or show it as a credit on the Applicant's account.

The Apportionment of the Service Charge for the Period 2018 to 2025

The Applicant's Position

19. The Applicant disputed the basis upon which the service charge was apportioned for the period 2018 to 2025. The Applicant noted that the Property was a converted basement coal store rather than purpose-built accommodation. Further, within the application form to the Tribunal the Applicant noted that the Property had ceilings lower than 2.2 metres, "low light ingress", and a lower value per m². It was the Applicant's position that the accommodation on the higher levels had larger windows, no damp issues, high ceilings, more natural light and a higher value per m².
20. The Applicant submitted that apportionment of service charges based on council tax bands did not comply with the Lease, as council tax bandings reflected 1991 capital values rather than property size or communal service usage. Further, the Applicant submitted that council tax banding was influenced by factors that were irrelevant to service charge liability. It was the Applicant's position that council tax banding as a method of apportionment was not endorsed by the Royal Institute of Chartered Surveyors' Residential Service Charge Management Code, which instead recommended apportionment methods such as taking into account floor area. The Applicant's position was that the Lease required "fair proportion" appropriation based on benefit, and using council tax banding did not comply with this.
21. In terms of the apportionment method used by the Respondent, Alexis Manessi told the Tribunal at paragraph 18 of his statement that it was his view that throughout the period 2020 to present, a consistent lease-compliant method of calculating apportionment of the service charge had not been adopted by the Respondent. At page 179 of the Bundle, Alexis Manessi set out his evaluation of the apportionment from pre 2016 to 2024. Specifically, it was the Applicant's position that five different apportionment methods had been used during the relevant period. This was set out at paragraph 17 of Alexis Manessi's statement (page 227 of the Bundle) and can be summarised as follows:

- (i) council tax band + £30 non-resident surcharge – used 2018 to 2023.

- (ii) council tax band + £30 non-resident surcharge +£40 flat-rate increase – implemented but cancelled and refunded following advice from managing agent.
 - (iii) council tax band only – 2023-2024
 - (iv) council tax band + equal share payment for major works – implemented but cancelled prior to collecting service charge (2024)
 - (v) hybrid proportional method by building + council tax band per apartment – discussed at 2024 Extraordinary General Meeting.
- 22. The Applicant stated that at an Extraordinary General Meeting (EGM) in 2024 the Respondents had stated that they were under no obligation to review or reconsider the apportionment method and that the method used was voted on by the shareholders and was therefore binding. The Applicant submitted that it was the Lease that should govern apportionment rather than the preference of shareholders or a majority vote. The Applicant submitted that the Lease required the proportions to reflect a “fair proportion” having regard to the extent of benefit.
- 23. As to the method of apportionment that the Respondent should use, the Applicant stated that apportionment should be based on internal floor area with a 50% weighting for exclusive-use garages. It was the Applicant’s position that this method was compliant with the Lease, and the Royal Institute of Chartered Surveyors (RICS) Service Charge Code. The Applicant stated that this method was transparent, objective and legally sound as it aligned with the Lease’s requirement for a fair proportion.
- 24. The Applicant also submitted that clause 2(iii) of the Lease stated that, in the event of a dispute, the freeholder’s managing agent or accountant should intervene and determine the proportions, but it was the Applicant’s view that this had not happened. The Applicant stated that shareholders or lessees could not override or vary the Lease, and the apportionment method should not be decided at AGMs or other similar meetings.
- 25. The Applicant asked the Tribunal to:
 - Declare that council tax band apportionment was incompatible with the Lease;
 - confirm that a vote by shareholders or lessees could not override or vary the Lease without formal Lease variation;

- determine that the only lawful method of apportionment was one that reflected the benefit of the demise premises;
 - endorse apportionment by floor area with 50% garage weighting as compliant with the Lease and applicable law and direct the Respondents to apply this method to past and future service charge demands.
26. Finally, the Applicant submitted that any financial impact from a recalculation of the service charges could be absorbed from the existing reserve fund without imposing any additional costs or burdens on the leaseholders.

The Respondent's Position

27. The Respondent confirmed that the apportionment method used throughout the period of dispute had been based on the council tax banding. Further, it was the Respondent's position that no change to this should be made.
28. Peter Scott-Symonds, consultant of Elwood & Co, who were instructed to act as agent for the Respondent, provided a witness statement at pages 230 to 232 of the Bundle, and also gave oral evidence to the Tribunal at the hearing. Soraya Tremayne, who had been a director of the Respondent, also provided a witness statement at pages 233 to 235 of the Bundle and gave oral evidence to the Tribunal.
29. Peter Scott-Symonds told the Tribunal that Elwood & Co raised and collected service charge demands. Peter Scott-Symonds confirmed that the apportionment schedules had existed before Elwood & Co were appointed as agent but confirmed that it was his view that the council tax band provision remained a fair apportionment method and had been applied throughout the period.

Report of Reuben Diffey Dated 16 July 2024

30. Peter Scott-Symonds confirmed that Elwood & Co had commissioned Reuben Diffey of Property Formula to conduct a review of the current service charge basis and consider alternative methods of deriving the service charge at St Edward's Court.
31. This report (pages 168 to 171 of the Bundle) described St Edwards Court and noted that all apartments shared common space, with the exception of 234 Woodstock Road, which had its own entrance. Further, the report stated that St Edward's Court included six garages (one with each of the

new apartments) and that there were three further garages which belonged to 232 Woodstock Road and 57 and 58 Oakthorpe Road. However, the report confirmed that no copies of the leases for any apartments had been provided and that Ruben Diffey had not been provided with details of any charges in respect of the garages relating to 232 Woodstock Road, 57 Oakthorpe Road and 59 Oakthorpe Road, or the allocated parking spaces. The Respondent was not able to explain why Reuben Diffey had not been provided with a copy of the Lease. Further, Reuben Diffey did not attend the hearing to be cross-examined.

32. The report confirmed that the calculations made were based on ten flats, six garages and four parking spaces. The report considered valuations based on council tax banding, number of bedrooms, floor area, floor area weighted to allow for garages, equal share, and equal share weighted to allow for garages.
33. The report concluded that the cheapest basis for five of the ten apartments was the size basis, and the most expensive basis for five of the ten apartments was the size basis. Adopting a service charge on the basis of floor area weighted for the garages reduced service charges for three leaseholders and increased them for seven leaseholders. The floor area weighted for garages derived the smallest variance from the existing service charge basis. The report concluded:

“Whilst there is no definitive method of assessing what is deemed to be fair and reasonable, for exclusively residential blocks, it is frequently accepted that the most common method of assessment is floor area.”
34. Alexis Manessi stated that, in his view, the report contained serious mathematical errors, particularly concerning the weighting of the garages. Further, at page 172 of the Bundle, Alexis Manessi provided a spreadsheet showing the errors he had identified with the calculations.
35. It was the Respondent’s position that the report concluded that there was no basis to determine that the council tax band apportionment method had become unfair or otherwise inconsistent with the provisions of the Lease.
36. The Applicant did not accept the position of the Respondent that the managing agent independently assessed the compatibility of the apportionment method with the Lease. In answer to the Applicant’s assertion that the apportionment decision was taken by a vote, the Respondent confirmed that their position was that the Lease determined the apportionment. The Respondent accepted that they did review the apportionment and spoke to leaseholders. The Respondent accepted that, although any decision taken by way of a vote would not be binding, it was deemed to be useful to understand the views of leaseholders.

Tribunal Decision

37. Section 27A of the 1985 Act sets out the jurisdiction of the Tribunal, which is to determine whether service charges are payable. There is no dispute in this case as to the payability and the reasonableness of the service charges. The sole issue for the Tribunal is the question of apportionment. In order to determine this, the Tribunal must determine whether the landlord acted in accordance with the Lease.
38. The Lease provided the landlord with the right to determine a fair proportion of the maintenance charge. The relevant clause (2(iii)) is set out above, but is repeated here for ease of reference:

“To pay to the Lessor a maintenance charge being a fair proportion having regard to the extent to which the expenditure relates to or is for the benefit of the Demised Premises (such proportion in case of dispute to be fixed by the Lessor’s managing agent or accountant whose opinion shall be final) of the expenses which the Lessor shall in relation to the Property reasonably and properly incur in each maintenance year and which are authorised by the Fifth Schedule hereto (including the provision of future expenditure therein mentioned) the amount of such payment to be certified by the Lessor’s managing agent or accountant acting as an expert and not as an arbitrator as soon as conveniently possible after the expiry of each maintenance year...”

39. The Lease therefore provided that the landlord must determine the amount the Lessee pays, and this must be a fair proportion having regard to the extent to which the expenditure relates to or is for the benefit of the Demised Premises which the Lessor has reasonably and properly incurred in relation to the Property in accordance with the Fifth Schedule of the Lease. The First Schedule defined Demised Premises as the Basement Flat, 234 Woodstock Road, Oxford, and the Property was defined as the property situated on the corner of Woodstock Road and Oakthorpe Road.
40. Clause 2(iii) of the Lease provided “such proportion in case of dispute to be fixed by the Lessors managing agent or accountant whose opinion shall be final”. The Tribunal ignores this part of the provision and finds that a term which renders the managing agent or accountant as the final arbitrator in place of the Tribunal does not override the Tribunal’s jurisdiction under section 27A of the 1985 Act.
41. With regard to the report completed by Reuben Diffey, the Tribunal attaches little weight to this report. Reuben Diffey did not attend the

hearing to be cross-examined and he was not provided with a copy of the relevant leases before he prepared the report. The report confirms that council tax banding is one of several methods of apportionment that could be used. The question the Tribunal must answer is whether the landlord has applied the terms of the Lease.

42. In so far as there was a dispute between the parties as to how apportionment was calculated for the period 2018 to 2025, the Tribunal accepts the Respondent's position that apportionment has been calculated using council tax band throughout. At page 179 of the Bundle, the Applicant set out what he described as the different methods used to calculate apportionment; however, the Respondent has accepted that the non-resident surcharge was not in accordance with the Lease and this has been removed (as set out above). Further, the £40 flat increase proposed for 2023 was not taken forward nor was the equal share and the proposal for a hybrid method. The Tribunal therefore accepts the Respondent's position that a single method of apportionment has been used namely a percentage based on the council tax band of the properties.
43. Having established the method of apportionment, the Tribunal has considered the provisions of the Lease, reminding itself that it is not for the Tribunal to determine the method of apportionment but rather to satisfy itself that the landlord has applied the terms of the Lease. The Lease required the landlord to charge a fair proportion of the expenses that the landlord had incurred at the Property "having regard to the extent to which the expenditure related to or was for the benefit of the Demised Premises".
44. Whilst the Tribunal accepts the Applicant's position that apportionment based on rateable values is not one recommended by the Royal Institute of Charter Surveyors (RICS), the Tribunal does not accept the position of the Applicant that the method is incompatible with the Lease. Flats 1 to 4 were band D, Flats 5-6 were band E, flats 234 A to C were band E and the Property was band C. The service charges were apportioned accordingly, with band C paying at the lowest percentage, and band E paying the highest percentage. The Tribunal is satisfied that using the council tax banding allowed for maintenance to be charged at a fair proportion having regard to the extent to which the expenditure related to or was for the benefit of the Demised Premises as the council tax banding provided for a differentiation in the percentage charged. The Property was a basement flat and was the only band C property meaning that it was charged a lower amount than the other properties that were at a higher band. The Tribunal accepts the Respondent's evidence that this provided a mechanism by which the lessor could ensure that a fair proportion was charged having regard to the extent to which the expenditure related to or was for the benefit of the Demised Premises. Further, there was no suggestion that any changes had been made to the building which might have called for a review of apportionment.

45. The Applicant had completed an analysis of different methods of apportionment that the Respondent could have used and told the Tribunal that the fairest and most proportionate method would be to use internal area plus a 50% weighting for enclosed garages. Whilst the Tribunal accepts that there are other methods of apportionment, determining the method of apportionment that a landlord should use is not within the Tribunal's jurisdiction. The Tribunal must consider the terms of the Lease to ensure compliance and also determine that the apportionment is reasonable.
46. The Tribunal is therefore satisfied that, from the evidence that was presented to the Tribunal, the apportionment method that the Respondent used was in accordance with the terms of the Lease and was reasonable. There was no basis for the Tribunal to determine that apportionment had become unfair or otherwise inconsistent with the Lease.

Future Apportionment Relating to Major Work

47. The Applicant stated at page 50 of the Bundle that the Respondent had recorded in the 2024 EGM meeting notes that the division of costs for the major works would be calculated by building, meaning that flats 1 to 6 would pay for the works to their building, with the flats at 234 Woodstock Road paying for the works to the 234 building. The division of costs within each building would then be apportioned using the council tax banding. The Applicant submitted that this would mean that a different method would be used for the major works compared to service charges. It was the Applicant's position that the Lease did not allow the Respondent to adopt a different apportionment method for major works and that there was no discretion to switch between methods.
48. The Respondent confirmed that no decision had been made as to apportionment of the major works. This was confirmed by Soraya Tremayne, particularly in her witness statement at page 235 where she stated that with regards to the major work, all that had happened so far was that a section 20 process has been initiated following a report setting out the work that was required.

Application under Section 20C and refund of fees

49. The Applicant made an application for a refund of the fees that he had paid in respect of the application/hearing. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal does not order the Respondent to refund any fees paid by the Applicant. The Tribunal's determination is to accept the Respondent's position that apportionment by council tax banding was a method that was in accordance with the Lease and was reasonable.

50. Further, the Tribunal does not make an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal does not find that it would be just and equitable for the Applicant to avoid the costs incurred in connection with the proceedings whilst other leaseholders might be required to pay. The Tribunal also notes that the Respondent is a management company whose income is generated through the service charge.
51. The Applicant also sought an order under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs in the Lease. The Tribunal was not presented with submissions as to whether the Lease provided for administrative charges; however, for the avoidance of doubt and for the reasons given regarding the section 20C application, the Tribunal does not make an order under paragraph 5A of Schedule 11.

Name: Judge Bernadette MacQueen **Date:** 1 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.

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).