



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

Case reference : LON/00AQ/LSC/2025/0926

Property : Flat 5 Libra Court, 13 Zodiac Close,
Edgware HA8 5FG

Applicant : Burnt Oak Broadway Edgware
Management Limited

Representative : Ms Taylor Briggs - Counsel

Respondent : (1) Nagaraju Gajula
(2) Kavitha Ravichandran

Representative : In person

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 : Mr A Harris LLM FRICS FCI Arb
Ms J Rodericks MRICS

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 28 November 2025

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal does not make 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.
- (3) Since the tribunal has no jurisdiction over county court costs and fees, this matter should now be referred back to the Clerkenwell and Shoreditch County Court.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Respondent in respect of the service charge years listed below.
2. Proceedings were originally issued in the Civil National Business Centre under claim no. MoQZ798W. The claim was transferred to the Clerkenwell and Shoreditch County Court and then in turn transferred to this tribunal, by order of Deputy District Judge Nieto on 3 June 2025.

The hearing

3. The Applicant appeared in person and the Respondent was represented by Ms Taylor Briggs of Counsel.
4. The tribunal issued directions on 30 July 2025. The Respondents were directed to deliver a summary of their case in a Scott Schedule by 19 September 2025 and to send to the Applicant any new documents upon which they wish to rely.
5. The Respondents did not comply with those directions and the Applicant applied on 25 September 2025 to strike out the Respondent's case. Before the tribunal determined that application the Respondent filed the original Scott Schedule on 30 September 2025 which was out of time.
6. On 15 October 2025 the tribunal ordered the Respondent to file their Scott Schedule by 29 October 2025 or they would be debarred.
7. On 16 October 2025 the Respondent refiled their original Scott Schedule with no accompanying documents.

8. The Applicant filed and served its response in accordance with the original deadline imposed by the directions.
9. On 21 October 2025 the tribunal wrote that, as the Respondents have not filed any documents alongside their Scott Schedule, it followed that there were no additional documents on which they wish to rely. The tribunal further confirmed that parties were required to exchange witness statements on 31 October 2025.
10. On 28 October 2025 the Respondent purported to file a revised Scott Schedule despite having no permission to do so and stated that witness statements from other residents in Zodiac Close were to follow.
11. The parties filed their witness statements on 31 October 2025. A copy of the revised Scott Schedule was exhibited to the witness statement of the 1st Respondent. The 1st Respondent also stated further documents would follow.
12. On 7 November 2025 the Applicant made a further application to strike out elements of the 1st Respondents witness evidence plus witness statements in support.
13. By an order dated 11 November 2025 the tribunal ordered that the Respondents were entitled to rely on the content of the 1st Respondents witness statement but not any documentary evidence that was circulated or on the revised Scott Schedule.
14. In correspondence with the Applicant, the Respondents complained that the revised Scott Schedule and other documents were not included in the hearing bundle. On 25 November 2025 the tribunal confirmed that the trial would proceed using the hearing bundle filed by the Applicant's solicitors.
15. Immediately prior to the hearing the 1st Respondent tried to hand in further documents and photographs. In view of the previous orders of the tribunal, as late as 25 November 2025 the tribunal refused to admit the documents.

The background

16. The property which is the subject of this application is a development of 178 flats in 6 blocks and 11 houses totalling 189 units. There are communal grounds in the development and communal areas in each of the blocks of flats.

17. 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.
18. The Respondent holds a long lease of the property which requires the Applicant 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 service charge machinery

19. By Clause 5.7.3 of the Lease, the Respondent covenants to:
 20. *'pay in advance by half yearly instalments on 1 April and 1 October in each Accounting Year such sum on account of the Expenses as the Company or the Company's agents shall from time to time specify as a reasonable estimate of the Tenant's Proportion of the Expenses but if no such sum is specified by 30 September in each year the Tenant shall pay to the Company the same amount as was payable in respect of the preceding half year'*.
 21. Clause 5.7.5 makes provision for balancing payments (which are not relevant here).
 22. Clause 1.1 defines the "Tenant's Proportion" to mean :
 23. an "equal share" of the expenses intended to be borne by all the dwellings on the Zodiac Close Development (viz. $\frac{1}{189}$ or 0.5291%);
 24. 4.1069% of the Expenses intended to be borne by the dwellings within Gemini, Libra, and Scorpio Courts; and
 25. 1.1540% of the Expenses relating to the reserve relating to the structure of all the buildings on the Zodiac Close Development.
 26. Clause 1.1 defines "the Expenses" to mean :
 27. *'the costs charges and expenses incurred or to be incurred by the Company in performing and carrying out the Company's obligations specified in Schedule 4 and "Expenses" shall be construed accordingly'*.
 28. The Applicant's obligations include (but are not limited to):
 29. keeping the common parts in *'good repair decoration and condition together with all additions and improvement'*;

30. keeping the buildings, common parts, and external landscape areas '*clean and where appropriate lit*';
31. employing such staff or agents as A deems appropriate to manage the Zodiac Close Development and '*discharging] all proper fees charges or expenses payable to such staff or agents...*';
32. setting aside such sums as a reserve or sinking fund as A considers desirable to meet the likely future cost to be incurred by A in replacing, maintaining, and renewing those items which it has covenanted to replace, maintain, or renew; and
33. doing or causing to be done '*all works installations acts matters or things as in [A's] absolute discretion [A] considers necessary or desirable for the maintenance safety amenity and enjoyment or other benefit of [the Zodiac Close Development]...*'.

The issues

34. 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 as set out in the Scott Schedule
35. 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.

Service charge item & amount disputed

36. Cleaning – 1 April 2022 to 30 September 2022 amount disputed £959.17

The tribunal's decision

37. The tribunal determines that the amount payable in respect of the accounting period 1 April 2022 to 30 September 2022 is £959.17 .

Reasons for the tribunal's decision

38. The Scott Schedule lists cleaning for the period in the sum of £959.17 but this is in fact the whole of the half yearly service charge in accordance with the budget for that year.
39. The 1st Respondent complained about the quality of the cleaning and that his property was subject to pest infestation from mice and ants. There

was no supporting evidence before the tribunal to substantiate the complaint.

40. The Applicant provided a copy of the cleaning specification for the development. The tribunal notes there is a separate line for pest control in the budget and accounts.
41. The tribunal is not persuaded by the general nature of the Respondents arguments and finds that the half yearly demand is payable in full.

Service charge item & amount claimed

42. Half yearly service charge 1 October 2022 to 30 March 2023- £989.24

The tribunal's decision

43. The tribunal determines that the amount payable in respect of the half yearly service charge for 1 October 2022 to 30 March 2023 is payable in full in the sum of £989.24

Reasons for the tribunal's decision

44. In the Scott Schedule the Respondents objection for this period is for cleaning/maintenance. The grounds of objection are stated to be that the increase is excessive compared to prior years. There is no evidence of competitive tendering.
45. The Applicant argues the allegation is embarrassing for want of particularity. Despite the complaint listing cleaning/maintenance as the ground for objection, the sum objected to is the whole of the on account service charge for the period in accordance with the budget. The Applicant argues that the cleaning maintenance costs are broadly consistent with budgeted costs for previous years and that there is no obligation on the Applicant under the lease or under statute¹ to conduct a tendering process each year.
46. The tribunal is not persuaded that the amount claimed is unreasonable as being in line with previous years with variations in cost which are to be expected in a development of this nature and after allowing for inflation.

¹ *23 Dollis Avenue (1998) Ltd v Vejdani* [2016] UKUT 365 (LC).

Service charge item & amount claimed

47. Management fees/charges £989.24 for the period 1 April 2023 to September 2023

The tribunal's decision

48. The tribunal determines that the amount payable in respect of the half yearly service charge for 1 April 2023 to September 2023 is payable in full in the sum of £989.24

Reasons for the tribunal's decision

49. Once again the amount listed is the total of half yearly service charge. In the Scott Schedule the Respondents state that the reason for objecting to this payment is that management fees and charges appear unreasonable and no breakdown has been provided with a full audited report. The 1st Respondent claimed that the managing agent lived in the development and was too close to the directors of the management company which is why no tendering was undertaken.
50. The tribunal pointed out that the management contract is included in the bundle with a total management fee for the whole development of £35,000 per annum which breaks down to £185 per unit. In response to questions from the tribunal the 1st Respondent said he considered that management fee should be £80 per unit.
51. The Applicant again says that the allegation is embarrassing for want of particularity. The Respondents have failed to explain how or why the management fees are unreasonable. There is no requirement under the lease or by statute for a breakdown or full audited report in respect of management fees. The management fees have remained broadly consistent over time subject to inflationary increases. The managing agent does not live in the development.
52. The tribunal is not persuaded that the management fees are unreasonable. There is no evidence of an alternative quotation supplied by the Respondent. The tribunal is an expert tribunal and considers that the management fee charged per unit is well within the range of fees to be expected for a development of this scale

Service charge item & amount claimed

53. Repairs in the sum of £1139.74 for the period 30 April 2024 to 30 September 2024

The tribunal's decision

54. The tribunal determines that the amount payable in respect of the half yearly service charge for 30 April 2024 to September 2024 is payable in full in the sum of £1139.74

Reasons for the tribunal's decision

55. The Respondent says that there is unreasonable spending and charges and a full review of spending is required but the Respondent has produced no evidence to substantiate this claim. In oral evidence he mentioned a figure of £7,000 for lights and claimed that various charges were high or inflated without any particularisation. The 1st Respondent stated there had been a roof leak to his property and that he had claimed on the buildings insurance and been referred back to the property managers. He has paid for carrying out repairs internally. No invoices were provided.
56. The Applicant repeats that the complaint is embarrassing for want of particularity. It denies that a full review spending is required nor is it something to which the Respondents are entitled. It is not open to the Respondents to raise a general blanket complaint about the cost of repairs and they have not identified an amount which would be reasonable or something they would have been willing to pay under this heading. There are no competitive quotes or other evidence to substantiate their claim that the sums are unreasonable in amount.
57. In the absence of any evidence as to what repairs are being complained about or the cost of those repairs the tribunal does not find that the budgeted sums are unreasonable.

Service charge item & amount claimed

58. Reserve fund and service charge in the sum of £1139.74 for the period 1 October 2024 to 31 March 2025

The tribunal's decision

59. The tribunal determines that the amount payable in respect of the half yearly service charge for 1 October 2024 to 31 March 2025 is payable in full in the sum of £1139.74

Reasons for the tribunal's decision

60. The Respondents complain there is a disproportionate increase without any consultation. The 1st Respondent complained that there is no consultation with leaseholders about the service charge and there has not

been an AGM for the last 2 years. The directors don't do due diligence. The 1st Respondent accepts that inflation is relevant. He complained about poor security and mentioned a need for additional gates and security patrols. He accepts this will increase the service charge.

61. Again the Applicant repeats the complaint is embarrassing for want of particularity. This is so whether the complaint relates exclusively to the reserve fund whether it relates to service charges more generally. The amount listed is the total demand for the half year.
62. The amount of the reserve fund demanded was £175.93 and this has not increased from April 2022. there has not been any increase let alone a disproportionate increase.
63. The Applicant considers that the service charges demanded are reasonable and in the absence of further and better particulars they cannot plead to the allegation.
64. The references to consultation are not understood and it is denied that the Applicant is under any obligation to consult the lessees. The statutory consultation requirements do not apply to demands on account as set out in the Dollis Avenue case referred to earlier.
65. The tribunal determines that there has not been a disproportionate increase in the reserve fund or in service charge generally and notes from the accounts provided that the service charge for the year 2024 to 2025 is lower than for the previous year

The next steps

66. The tribunal has no jurisdiction over arrears or county court costs. This matter should now be returned to the Clerkenwell and Shoreditch County Court.

Name: A Harris

Date: 28 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).