



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

**Case reference** : **HAV/29UN/LSC/2025/0701**

**Property** : **Flat 2, 17 Norfolk Road, Margate, CT9  
2HU**

**Applicant** : **Evaide Babouska**

**Representative** : **none**

**Respondent** : **G & O Securities Limited**

**Representative** : **Mr Nath of Praxis Block Management  
Ltd**

**Type of application** : **Determination of the liability to pay  
service charges under section 27A of the  
Landlord and Tenant Act 1985**

**Tribunal members** : **Mr R Waterhouse FRICS  
Mr B Bourne MRICS  
Ms T Wong**

**Venue** : **Havant Justice Centre, Elmleigh Road,  
Havant, Portsmouth.**

**Date of hearing/  
decision** : **13 January 2026/ 26 January 2026**

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**DECISION**

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**Decisions of the Tribunal**

- (1) **The Tribunal determines the service charge for the items challenged for the actual service charge for years ending March 2019 to March 2025 and the budget service charge for year ending March 2026 are payable by the Applicant except for the management fee which is reduced to £160 per year, which is the Applicant's share.**

- (2) The Tribunal does make an order under section 20C of the Landlord and Tenant Act 1985 and the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11 prohibiting that all but £100.00 of the costs of the hearing should not be passed to the service charge.**

### **Background**

1. The Applicant made an application received 28 May 2025 for determination of liability to pay and reasonableness of service charges for the following service charge years; 2019, 2020, 2021, 2022, 2023, 2024, 2025 and the budget service charge year of 2026 for various items within the service charge. The service charge year end is March.
2. 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.
3. Directions were given on 20 August 2025 listing the application for a case management and dispute resolution hearing on 26 September 2025.
4. The hearing took place remotely as directed and was attended by the Applicant Evaide Babouska and Arjun Nath of Praxis Block Management Limited for the Respondent.
5. Directions were issued on the 26 September 2025 after the case management and dispute resolution hearing.
6. The Directions provided that the hearing shall take place on 13 January 2025 at the Havant Justice Centre, Elmleigh Road, Havant PO9 2AL.
7. By 10 October 2025 the Applicant should send their case to the Respondent. The Respondent to send their case to the Applicant by 31 October 2025. With the provision for a brief Reply by the Applicant by 7 November 2025.
8. The Applicant to have the responsibility to provide a Bundle for the hearing by 21 November 2025 to the tribunal and the Respondent.
9. The Applicant [57/633] submitted a case management application on 11 November 2025, Requesting “sanctions” for alleged breach of Directions from the Respondent’s Representative G & O Securities. Specifically for missing the deadline for the Respondents case of 31 October 2025. The papers still outstanding at the 10 November 2025.
10. The Tribunal received copy [60/633] of a letter from Praxis Management apologising and noting that Praxis Management took over the

management in June 2025 and did not have access to the relevant papers quickly.

11. The Tribunal amended the Directions giving the Respondent until 28 November 2025 to submit its Statement of Case to the Applicant.
12. The Tribunal received a further case management application from the Applicant dated 30 November 2025 stating that by 28 November 2025 the Respondent had not submitted their case and that they should be “struck out”.
13. The Tribunal in responding to the case management application of 30 November 2025, refused the application but noted that it was unimpressed that the statement of case was sent on 1<sup>st</sup> December 2025. The Tribunal conscious of the Rule 3 overriding objective for fairness and ensuring a proportionate response to the failures to comply with timetables amended the directions. The amended directions provided for the Applicant to reply by 9 December 2025 and the Bundle to be submitted by 23 December 2025.
14. The Bundle was submitted by the Applicant on 29 December 2025 which exceeded the time set in the Directions and the tribunal informed the Applicant that admissibility will be considered by the panel sitting on the 13 January 2026.
15. The Applicant made a case management application dated 5 January asking for dispensation for late admittance of the bundle. The Tribunal on 8 January 2026 wrote back accepting the bundle but asking for it to be paginated and to be provided by 4pm 12 January 2026.
16. The Respondent by email objected to the Bundle and requesting permission to submit their own on the basis that pages they wished to rely upon were absent.
17. The Tribunal was not impressed by the last-minute issues and invited the Respondent to submit a supplementary bundle by 3:00pm on the 12 January 2026. The admissibility of which would be considered as a preliminary matter at the hearing of the 13 January 2026.

## **The Hearing**

### **Preliminary Matters**

#### **Attendance of the Respondent**

18. The Tribunal convened at 10:00am on the 13 January 2026. With the Applicant Ms Babouska present, but not the Respondent. The Tribunal

contacted the Respondent, Mr Nath of Praxis Block Management. The Respondent stated he believed the hearing was remote. The tribunal considered the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013., in particular Rule 34.

### **Hearing in a party's absence**

*34. If a party fails to attend a hearing the Tribunal may proceed with the hearing 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*

19. The Tribunal was satisfied that the Respondent had been notified of the hearing. The Tribunal in consideration of Rule 34 (b) determined it was in the interests of justice for the Respondent to join remotely. The hearing commenced at 10:40 am.

### **Identification of the parties**

20. The Applicant challenged that the person on the remote video platform was not who they purported to be. The Applicant stated that in a previous hearing Mr Nath had been present and that the individual on the video platform was not Mr Nath.
21. The Tribunal asked whether Mr Nath had any identification which he could assist with this question. The Tribunal was shown the plastic driving licence with Mr Nath's picture and details.
22. The Tribunal was satisfied that the individuals attending the Tribunal were the parties they purported to be and the Tribunal continued.
23. The Tribunal was also joined by an observer who did not take part in the proceedings.

### **Documents**

24. The Applicant had submitted two documents; a Bundle of 633 pages, a supplementary bundle of 59 pages containing the photographs and a copy of a First- tier Tribunal decision from 26 March 2018 concerning the building. The Respondent submitted a Bundle of 721 pages, on the 12 January 2026. All had been submitted outside the timetable set out by the tribunal. The Tribunal considered and determined that the various documents would be admitted neither party objected to this proposed position.

25. The Tribunal took the issues from the Applicant Form these are set out below.

### **The Issues**

#### **Service Charge year 2019 (Actual)**

Item	Cost
Buildings Insurance	£361.78
Repairs and maintenance	£933
Management fee	£162
Audit and Accountancy Charges	£21

#### **Service Charge year 2020 (Actual)**

Item	Cost
Building Insurance	£386.65
Repairs and Maintenance	£6.03
Fire safety	£68.25
Management fee	£162
Audit & Accountancy Charges	£21

#### **Service Charge year 2021 (Actual) 25/633**

Item	Cost
Insurance	£700.03
Professional fee	£255
Repairs and maintenance	£492.87
Gardening	£45
Management Fee	£192
Audit & Accountancy Charges	£21
Interest charges	£203.01

#### **Service Charge Year 2022 (Actual)**

Item	Cost
Building Insurance	No figure supplied
Repairs and maintenance	ditto

Gardening and outside management	ditto
Management fee	ditto
Professional fee	ditto
Audit and Accountancy charge	ditto
Interest charged	ditto

### **Service Charge Year 2023 (Actual)**

<b>Item</b>	<b>Cost</b>
Professional fee	£188.44
Building Insurance	£603.05
Repairs and Maintenance	£52.05
Major works	£11,391.77
Management fee	£216
Audit and Accountancy fees	£30
Gardening	£90
Interest Charges	£169.04

### **Service Charge Year 2024 (Actual)**

<b>Item</b>	<b>Cost</b>
Building Insurance	£690.31
Repairs & Maintenance	£208.75
Gardening and outside Management	£90
Management & Fee	£234
Audit and Accountancy Charges	£35
Interest Charges	£345.89

### **Service Charge Year 2025 (Actual)**

<b>Item</b>	<b>Cost</b>
Building insurance	£712.05
Repairs and maintenance	£225 + £ 876.28
Gardening	£90
Management fee	£252

Audit and Accountancy Charges	£47.05
Interest Charges and UPM ADMIN and Legal fees	£1263.74

### **Service Charge Year 2026 (Budget)**

<b>Item</b>	<b>Cost</b>
Building Insurance	£650
Repairs and Maintenance	£300
Gardening	£90
Management Fee	£300
Audit and Accountancy Charges	£47.50
Fire Safety	£300

26. Additionally, the Applicant requested that the Tribunal make an Order under the Landlord and Tenant Act 1985 section 20c and The Leasehold and Common hold Act 2002 paragraph 5A schedule 11 to prevent the cost of the hearing being passed through the service charge and administration charge.

### **The Property**

27. The Tribunal heard from the parties that the property was initially constructed as a Victorian semi-detached house. The building and been converted into four dwellings. Three of the dwellings were accessed through a communal door at the front of the property and the fourth through its own entrance at the rear of the building. The subject property is Flat 2 this has its own entrance.

### **The Service Charge Year**

28. The Service Charge year runs 25 March to 24 March in any given year.

### **The Lease**

29. Copies of the lease for the subject property were provided in the respective bundles. The lease is dated 28 March 2013 and has a term of 125 years from 25 December 2012.
30. On the second page of the lease [85/633] the service charge percentage is described as “One third in respect of the areas edged in blue (if any)

and one quarter in respect of the remainder of the Building and Dustbin area.”

31. *“Building” means the Building of which the Premises form part and described in the Particulars hereto*
  
32. *IN consideration of the sum set out in the particulars paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges ) and of the rent and covenants on the part of the Lessee herein after reserved and contained the Lessor HERBY DEMISES unto the Lessee ALL THAT the Demised Premises TOGETHER WITH the rights set out in the Third schedule hereto BUT SUBJECT and EXCEPT AND RESERVED as set out in the Fourth Schedule hereto and SUBJECT to the covenants on the part of the Lessee hereinafter contained TO HOLD the same unto the Lessee from the date of the commencement of the term set out in the particulars for the Term set out in the particulars. PAYING THEREFOR FIRST the rents specified in the particulars payment hereto in advance on the 24<sup>th</sup> March each year the first proportionate payment to be made on the execution of this Lease and SECONDLY the annual Service Charge ( payable and recoverable as rent) referred to in Paragraph 27 of the Fifth schedule of this Lease such sums to be paid at the times and manner hereinafter specified and THIRDLY in the event of any rent or Service Charge payable by the Lessee hereunder being unpaid for fourteen days from the date when the same shall become due further rent shall become payable until the date of actual payment at a rate equal to interest at 4% above Barclays Bank base rate from time to time prevailing (but so that the rate shall not be less than 10 per cent ) on the rent outstanding .....*

THE FIRST SCHEDULE above referred to

*ALL THAT the Flat shortly specified in the particulars and forming part of the Building ALL of which said Premises are more particularly edged in red on the plan attached hereto together with the garden area (if any) edged green and TOGETHER with the ceilings internal walls and plaster and plasterwork and floors of the flat but excluding the joists and beams to which the ceilings on the first floor are attached and the Landlords fixtures and fittings therein AND TOGETHER with all cisterns tanks sewers drains pipes ducts and conduits used solely for the purposes of the flat but no others EXCEPT AND RESERVING from the demise only those parts of the Building described in the Second Schedule hereto*

THE SECOND SCHEDULE above referred to THE RESERVED PROPERTY

FIRST ALL THOSE *the hall lobbies-staircases landings and other parts of the Building (if any) more particularly edged in blue on the plan attached hereto together with any such forecourts, front garden and*

*steps to the front door belonging to or forming part of the Building including any boundary walls and fenced area thereof that may exist which are or may be used in common by the owner or occupiers of any two or more of the flats and any person or persons lawfully resorting thereto in connection with services to the Building AND SECONDLY ALL THOSE the main structural parts of the Building including main structural walls and party walls the roof chimney foundations and external parts thereof and the joists and beams of the Building (but not the glass of the windows of the flats) and all cisterns tanks sewers drains pipes wires ducts wireless and television aerials and conduits and all other sanitary electrical and other installations and all boilers valves and other plant machinery used for the hot water installations and all boilers valves and other plant machinery used for the hot water and central heating system serving (the Building not used solely for the purposes of any other flat and the joists or beams to which are attached any ceilings or floors TOGETHER WITH the Dustbin area edged brown on the plan attached hereto.*

*THE SIXTH SCHEDULE above referred to COVENANTS ON THE PART OF THE LESSOR*

- 1. To keep the Reserved Property in good order repair and condition and will in particular in a good and workmanlike manner as and when the Lessor may deem reasonably necessary paint with at least two coats of good quality paint all outside parts of the Building (including pipes) previously or usually or which ought to be painted and whiten or colour all outside paints previously or usually or which ought to be so treated PROVIDED THAT the Lessor shall not be liable to the Lessee for any defect or want of repair hereinbefore mentioned unless the Lessor had written notice thereof.*
  
- 2. (a) to keep the Building insured in the full amount of the current costs of rebuilding thereof with Lloyds Underwriters or an insurance Company of good repute against the following risks that is to say:-*
  - (i) Loss or damage by fire storm and tempest*
  - (ii) Loss or damage by aircraft and articles dropped therefrom*
  - (iii) Architects and Surveyors fees in connection with re-building of the Building and*
  - (iv) Such other risks as are normally included in a Householders Comprehensive Policy and also as the Lessor shall from time to time reasonably deem it desirable to insure against.*
  
- 4. To pay and discharge: -*
  - (ii) Electricity charges in connection with lighting the Reserved Property*

*(iii) All costs for the maintenance cleaning and keeping in good order any of the passages hall lobbies staircases and other parts of the Reserved Property.*

*(iv) Charges for maintenance of areas and forecourts boundary walls and fences belonging to or forming part of the Reserved Property*

*(v) All charges including interest incurred in the borrowing or raising of money or in the securing of the payment thereof or interest at 4% above Barclays Bank Limited Base Rate on any sums provided by the Lessor from his own resources for the purposes of complying with his obligations hereunder and to do all such things as may be conducive or incidental to the implementation of this object.*

*5. Thought the said to execute or cause to be executed all works for which the Lessor shall be liable as under or by virtue of any Act or Acts of Parliament for the time being in force are or shall be directed or necessary to be executed upon or in respect of the Reserved Property or any part thereof whether by the owner or by the occupier*

*6. To keep proper books of account of all costs charges and expenses incurred by it in carrying out his obligations under this Schedule and make the same open to inspection by the Lessee at reasonable times and on reasonable notice.*

There is a plan titled "Lease plan for Flat 2, 17 Norfolk Road, Margate", dated 30-08-12. This shows the flat outlined in red and the side passageway outlined in red.

There is a plan which shows a blue area to the right of the side passageway described above.

## **Submissions and Analysis.**

### **Receipt of Service Charge Demands**

33. The Applicant contended that she had not received in several case service charge demands.
34. The Tribunal had reference to the Respondent's Bundle 69/721 to 151/721 which show copies of correspondence both to and from the Applicant, including Service Charge Statements, Statement of Anticipated Service Charge Expenditure and Invoice/Statements with the relevant statutory "Summary of Tenants Rights and Obligations" attached.
35. The Applicant said at various points in the hearing that they had not received correspondence.

36. The Respondent contended if the Applicant had not received the correspondence, how would she know what figures to challenge.
37. The Tribunal has not examined every piece of correspondence, but it is clear to the Tribunal that there was an ongoing dialogue on many issues between the parties, and the Tribunal finds on balance that the tenant was in receipt of correspondence from the landlord.

### **Building Insurance**

38. The Tribunal examined the service charge items by theme.

Year	Amount
2019	£361.78
2020	£386.65
2021	£700.03
2022	No specific figure
2023	£603.05
2024	£690.31
2025	£712.50
2026 (budget)	£650.00

39. The Tribunal heard the landlord provides insurance under the lease. The specific provisions being Sixth Schedule 2(a). The parties agreed that the landlord had the right to insure and charge as a service charge.
40. The lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”
41. The Applicant contended the figures were unreasonable they were too high.

### **Insurance 2018/2019**

42. The Applicant had challenged the insurance costs within the service charge for the year ending March 2018. This was said to be £361.78.
43. The Respondent took the tribunal to [151/721] the insurance policy document for, 24/06/2018 to 23/06/2019 [243/271] the policy shows the building sum insured at £517,251 with a premium of £ 1,447.12.
44. This makes the proportion payable by the subject property at 25% of £1,447.12 at £361.78.

45. The Applicant did not have any specific figures with which to challenge the cost.
46. The Tribunal finds in the absence of alternative quotes, that the figure is reasonable and payable in full £361.78.

**Insurance 2019/2020 within service charge year ending March 2020 (actual)**

47. The Respondent took the Tribunal to [151/721] the insurance policy document for, 24/06/2019 to 23/06/2020, [244/721] the policy shows the building sum insured at £554,079 with a premium of £1,546.62.
48. This makes the proportion payable by the subject property at 25% of £1546.62 which is £361.78.
49. The service charge statement for the period 25 March 2019 to 24 March 2020 dated 24 June 2020 states the insurance premium is £1546.62. [120/721], the subject property being liable for 25% which is £386.65.
50. The Applicant did not have any quantifiable evidence of alternative lower figures. The Applicant stated that her research on the internet led them to the belief the figure demanded was too high.
51. The Tribunal finds in the absence of alternative quotes that the figure is reasonable and payable in full, £386.65.

**Insurance 2020/2021 within service charge year ending March 2021(actual)**

52. The Respondent took the Tribunal to [246/721] the insurance policy document for, 09/10/2020 to 23/06/2021, the policy shows the building sum insured at £522,589 with a premium of £1,084.65.
53. The Bundle did not contain a copy of insurance for the period 24/06/2020 to 08/10/2020.
54. At [252/721] a copy of letter from Geoff Beardsley & Partners (UK ) LLP showing a revaluation of the building reinstatement figure was carried out as at August 2020 giving a “maximum reinstatement value of £811,199.
55. The Tribunal appreciates that periodic revaluation of reinstatement cost of a building is good practice. The Tribunal has not received a clear explanation why the sum insured for the building was revalued in August 2020 and yet the sum insured on the [244/721] related to the pre revaluation figure.

56. The service charge statement for the period 25 March 2020 to 24 March 2021 dated 25 August 2021 states the insurance premium is £2800.13 [124/721], the subject property being liable for 25% being £ 700.03. The Respondent explained this contained the pre and post valuation premiums.
57. The Applicant did not have any quantifiable evidence of alternative lower figures. The Applicant stated that her research on the internet led her to the belief the figure demanded was too high.
58. The Tribunal does not have the full itemised premiums for the pre and post valuation for this insurance year. However, the figure demanded £2800.13 in relation to subsequent evidenced years looks reasonable. The tribunal finds in the absence of alternative quotes that the figure is reasonable and payable in full, £700.03.

**Insurance 2021 / 2022 within service charge year ending March 2022 (actual)**

59. The Respondent took the tribunal to [247/721] the insurance policy document for, 24/06/2021 to 23/06/2022, the policy shows the building sum insured at £1,138,922 with a premium of £2,908.14.
60. This makes the proportion payable by the subject property at 25% of £2,908.14 which is £727.03.
61. The service charge statement dated 26 July 2022 [128/721] states the insurance premium to be £2908.14 of which the subject property is liable for 25% which is £727.03.
62. The Applicant did not have any quantifiable evidence of alternative lower figures. The Applicant stated that her research on the internet led her to the belief the figure demanded was too high.
63. The Tribunal finds in the absence of alternative quotes that the figure is reasonable and payable in full, £727.03.

**Insurance 2022/2023 within service charge year ending March 2023 (actual)**

64. The Applicant did not make a challenge to a specific figure, so the tribunal makes no determination on the matter.

**Insurance 2023/2024 within service charge year ending March 2024 (actual)**

65. The Respondent took the Tribunal to [248/721] the insurance policy document for, 24/06/2023 to 23/06/2024, the policy shows the building sum insured at £1,343,222 with a premium of £2,761.25.20.
66. This makes the proportion payable by the subject property at 25% of £2,761.25 which is £690.31
67. The service charge statement dated 18 April 2024 [137/721] states the insurance premium to be £2,761.25 of which the subject property is liable for 25% which is £690.31.
68. The Applicant did not have any quantifiable evidence of alternative lower figures. The Applicant stated that her research on the internet led her to the belief the figure demanded was too high.
69. The Tribunal finds in the absence of alternative quotes that the figure is reasonable and determines the figure of £690.31 is payable in full.

**Insurance 2024/2025 within service charge year ending March 2025 (actual)**

70. The Respondent took the Tribunal to [249/721] the insurance policy document for, 24/06/2024 to 23/06/2025, the policy shows the building sum insured at £1,376,803 with a premium of £2,626.71.
71. This makes the proportion payable by the subject property at 25% of £2,626.71 which is £656.67
72. The service charge statement dated 22 September 2025 [142/721] states the insurance premium to be £2626.71 of which the subject property is liable for 25% which is £656.67.
73. The Applicant did not have any quantifiable evidence of alternative lower figures. The Applicant stated that her research on the internet led her to the belief the figure demanded was too high.
74. The tribunal finds in the absence of alternative quotes that the figure is reasonable and determines the figure of £656.67 is payable in full.

**Insurance 2025/2026 within the statement of anticipated service charge year ending March 2026**

75. The Respondent's Bundle does not contain a copy of the anticipated service charge expenditure for the year 2025/2026 which would contain the estimate of the service charge allocated to the insurance premium for the year March 2025 to March 2026.

76. The Applicant states in the Application the amount for the insurance under the Budget service charge for year ending March 26 was £650. For Flat 2.
77. The Applicant did not have any quantifiable evidence of alternative lower figures. The Applicant stated that their research on the internet led them to the belief the figure demanded was too high.
78. The Tribunal finds in the absence of alternative quotes and reference to previous insurance levels, that the figure is reasonable and determines the figure of £650.00 is payable in full.

### **Management fee**

79. The Tribunal heard from the Respondent that the purpose of the management fee was to cover administration of the lease including sending out service charge demands, receiving payments and addressing queries.
80. The Applicant challenged years 2019 to 2026.
81. The lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”
82. The Respondent felt they had provided a professional service. The Applicant contended the service was poor evidenced by the amount of correspondence over matters that remained unresolved.

### **Management fee service charge year ending March 2019**

83. The Service Charge Statement [118/721] shows a management fee for the four flats of £648.00 collectively, the subject property’s management fee being £162.00.

### **Management fee service charge year ending March 2020**

84. The Service Charge Statement [120/721] shows a management fee for the four flats of £648.00 collectively, the subject property’s management fee being £ 162.00.

### **Management fee service charge year ending March 2021**

85. The Service Charge Statement [124/721] shows a management fee for the four flats collectively of £768.00 collectively, the subject property’s management fee being £192.00.

### **Management fee service charge year ending March 2022**

86. The Service Charge Statement [128/721] shows a management fee for the four flats collectively of £816.00 collectively, the subject property's management fee being £ 204.00.

### **Management fee service charge year ending March 2023**

87. The Service Charge Statement [133/721] shows a management fee for the four flats collectively of £864.00 collectively, the subject property's management fee being £216.00.

### **Management fee service charge year ending March 2024**

88. The Service Charge Statement [137/721] shows a management fee for the four flats collectively of £ 835.00 collectively, the subject property's management fee being £208.75.

### **Management fee service charge year ending March 2025**

89. The Service Charge Statement [142/721] shows a management fee for the four flats collectively of £864.00 collectively, the subject property's management fee being £216.00

### **Management fee service charge year ending March 2026 (budget)**

90. The Applicant challenges a figure of £300 for this fee.
91. The Respondent says this budgeted fee is reasonable given the previous year's fees.

### **Tribunal findings in respect of management fee year ending March 2019 to year ending March 2026**

92. The Tribunal finds that there is evidence that many issues raised by the Applicant in terms of correspondence remained unresolved for some time and the respondents keeping the Applicant updated could have been improved. The Tribunal therefore adjusts the management fee for the building to £640.00 per year resulting in £160.00 for the Applicant for the above years.

### **Audit and accountancy fees**

93. The tribunal heard from the Respondent that the purpose of the Audit and accountancy fee was to cover compiling the service charge accounts including auditing of the invoices.
94. The lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”
95. The Applicant challenged years 2019 to 2026, considering the figures too high. The Applicant did not provide alternative costings for this service.
96. The Respondent contended the costs for the service were reasonable.

#### **Audit and accountancy fee service charge year ending March 2019**

97. The Service Charge Statement [118/721] shows an audit and accountancy fee for the four flats collectively of £84.00, the share for the subject property is £21.00

#### **Audit and accountancy fee service charge year ending March 2020**

98. The Service Charge Statement [120/721] shows an audit and accountancy fee for the four flats collectively of £ 84.00, the share for the subject property is £21.00.

#### **Audit and accountancy fee service charge year ending March 2021**

99. The Service Charge Statement [124/721] shows an audit and accountancy fee for the four flats collectively of £81.00, the share for the subject property is £20.25.

#### **Audit and accountancy fee service charge year ending March 2022**

100. The Service Charge Statement [128/721] shows an audit and accountancy fee for the four flats collectively of £86.00, the share for the subject property is £21.50.

#### **Audit and accountancy fee service charge year ending March 2023**

101. The Service Charge Statement [120/721] shows an audit and accountancy fee for the four flats collectively of £120.00, the share for the subject property is £ 30.00.

#### **Audit and accountancy fee service charge year ending March 2024**

102. The Service Charge Statement [137/721] shows an audit and accountancy fee for the four flats collectively of £140.00, the share for the subject property is £35.00.

### **Audit and accountancy fee service charge year ending March 2025**

103. The Service Charge Statement [142/721] shows a management fee for the four flats collectively of £192.00, the share for the subject property is £48.00. The Tribunal finds that the amount of management fees for the years 2019 to 2024 to not be unreasonable and are payable.

### **Audit and accountancy fee service charge year ending March 2026 (Budget)**

104. The Applicant challenges a budget fee of £47.50
105. The Respondent considers the fee in line with previous years.
106. The Tribunal finds that the amount proposed is reasonable in the light of previous years and determines £47.50 payable.

### **Repairs and Maintenance**

107. The tribunal heard from the Respondent that the purpose of the repairs and maintenance was to cover ad hoc repairs that cropped up during the service charge period outside “major works”.
108. The lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”
109. The Applicant challenged years 2019 to 2026.

### **Repairs and Maintenance service charge year ending March 2019**

110. The Service Charge Statement [118/721] shows a Repairs and Maintenance charge of £ 3792 for the four flats collectively the subject flat’s share being £948.00.
111. This is comprised;
- 21 September 2018 erecting scaffolding £1020.00
  - 14 October 2018 roof work £ 2052.00
  - 13 March 2019 rainwater pipe fixed £660.00

112. The Applicant shows at [138/633] a letter dated 16 May 2019 to the managing Agents Urbanpoint querying why it required three contractors to attend for 5 minutes to fit a 3-foot section of pipe with the contractors coming from Colchester. The Applicant asserts the contractors broke in by cutting the lock to a side gate. The Applicant upon further questioning stated that the access through the gate was always available and not locked.
113. The Tribunal does not make a finding relating to the allegation of the lock being broken. In terms of the pipe fitting, the exact extent of the pipe work is not challenged nor alternative costings provided. The Tribunal finds on balance the cost is reasonable given the nature, including the height of the work.

### **Repairs and Maintenance service charge year ending March 2020**

114. The Service Charge Statement [120/721] shows a Repairs and Maintenance charge of £25.20 for the four flats collectively the subject flats share being £6.30.
115. This is comprised;
- 31 January 2020 key cutting £25.20
116. The Respondent says the key was required for the communal front door.
117. The Applicant says she does not use the communal front door and so should not pay.
118. The Tribunal finds that the subject property's lease provides for a quarter share of service charge costs for the "Building" to be paid by Flat 2. The key is necessary to access the "Building" and so the Applicant is liable to pay. The amount of the cost is not contended as unreasonable, so the Tribunal finds the cost of £ 6.30 is payable.

### **Repairs and Maintenance Service Charge year ending March 2021**

119. The Service Charge Statement [124/721] shows a Repairs and Maintenance service charge of £1726.09 for the four flats collectively, the subject property's share being £431.53.
120. This is comprised; --
- 5 June 2020 Double sockets replaced £204.00 [334/721]
  - 1 September 2020 Postage (posting the keys out) £11.09 [337/721]
  - 15 September 2020 Key safe installation £270.00 [329/721]

- 22 September 2020 Gutters cleared 22/09/2020 £89.00 [316/721]
  - 16 October 2020 Broken double socket £228.00 invoice [333/721]
  - 27 October 2020 Gully CCTV inspection £ 780.00 [317/721]
  - 27 November 2020 repairs £144.00 [335.721]
121. The Respondent says the items were necessary and were to the “Building” so the Applicant was liable for a quarter share. The tribunal asked what the purpose of the gully inspection was. The Respondent referred to [317/721] which showed details of the work, breaking into the drain surveying it, and repairing the access point. The survey was said to be in preparation for later “major works”.
122. The Applicant says the works were to the main house and so was not liable and that the inspection of the drain was unnecessary.
123. The Tribunal finds in respect of all the works other than the CCTV drain survey that the Applicant is liable and in the absence of alternative costings the costs are considered reasonable.
124. In respect of the CCTV inspection the Tribunal understood from the Respondent that the investigation was carried out in advance of the major works. The Tribunal considers this reasonable and allows the figure in full.

### **Repairs and Maintenance service Charge year ending March 2022**

125. There is no figure within the application for this year to challenge.
126. The Tribunal makes no determination.

### **Repairs and maintenance service charge year ending March 2023**

127. The Service Charge Statement [133/721] shows a repairs and maintenance service charge of £210.00.
128. This is comprised;
- 7 July 2022 tested keys at front door £210.00
129. The Respondent says these were necessary for replacement locks to the communal front door which the Respondent contends is a shared liability with the Applicant.
130. The Applicant says the communal door is not a responsibility held by Flat 2, and so nothing should be demanded.

131. The tribunal finds that Flat 2 has responsibility under the lease for contribution of 25% to the service charge of the building. The keys to the communal door fall under this. In the absence of challenge to the amount the tribunal finds the amount reasonable.

### **Repairs and maintenance service charge year ending March 2024**

132. The Service Charge Statement [137/721] shows a repairs and maintenance service charge of £ 835.00 for the four flats collectively, the subject flats share being £208.75.

133. This is comprised;

- 13 June 2023 -Gutter cleaning £180.00
- 16 November 2023 Repairs – Steve White Construction - £280.00 -small flat roof-
- 20 February 2024 -Water damage remedial works –Steve white Construction- £ 375.00 - small flat roof.

134. The Respondent says these were necessary repairs.

135. The Applicant has no evidence to the contrary.

136. The Tribunal finds, the items are properly incurred in the maintenance of the “Building”, for which the Applicant is liable for 25%. In the absence of alternative figures, the tribunal finds the sums reasonable and payable in full that is £208.75.

### **Repairs and maintenance service charge year ending March 2025**

137. The Service Charge Statement [142/721] shows a repairs and maintenance service charge of £1032.00 for the four flats collectively, the subject flats share being £258.00.

138. This comprised;

- 29 October 2024 -Drain Works £540.00
- 2 December 2024 -Gutter Cleaning £300.00
- 24 March 2025 -Drainage investigation £192.00

139. The Respondent says the items were incurred reasonably.

140. The Applicant has no evidence to the contrary.

141. The Tribunal finds, the items are properly incurred in the maintenance of the “Building”, for which the Applicant is liable for 25%. In the absence

of alternative figures, the tribunal finds the sums reasonable and payable in full that is £258.00

### **Repairs and maintenance service charge year ending March 2026 (Budget)**

142. The Applicant challenges the figure of £300.00 allocated for repairs and maintenance in the budget service charge account for 2026.
143. The Respondent says this figure is reasonable in the light of previous years, the Applicant disagrees but presents no evidence.
144. The Tribunal finds the budgeted figure of £300.00 reasonable given the previous years and determines it as payable.

### **Miscellaneous**

145. The Tribunal then turned to the individual items of challenge across the service charge year that were not common across all the years. The Tribunal considers these on a year-by-year basis.

### **Service charge year ending in March 2020**

#### **Fire Safety**

146. The Tribunal heard from the Respondent that the purpose of the fire safety was a risk assessment.
147. The service charge statement shows a fire safety charge of £273.00 collectively for the four flats which individually is £68.25.
148. This comprises;
  - 31 May 2019 Fire Risk assessment AGO Safety services Limited £273.00 [284/721]
149. The lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”
150. The Respondent says the fire risk assessment is required under the lease and the cost is reasonable.
151. The Applicant disagrees but provides no evidence.

152. The Tribunal found the lease under the lease the landlord can lawfully undertaker this work.

*“5. Thought the said to execute or cause to be executed all works for which the Lessor shall be liable as under or by virtue of any Act or Acts of Parliament for the time being in force are or shall be directed or necessary to be executed upon or in respect of the Reserved Property or any part thereof whether by the owner or by the occupier”*

153. In the absence of alternative costings and that the service is to the Building the Applicant is liable for 25% of the cost which is £68.25.

### **Service charge year ending March 2021**

#### **Professional fee**

154. The tribunal heard from the Respondent that the purpose of the professional fee was for professional services relating to the condition of the building.

155. The service charge statement shows a professional fee of £1020.00 for the four flats collectively giving £255.00 individually.

156. This comprises;

18 August 2020 Professional fee Consult Construct Ltd £1020.00 [125/721]

157. On the issue of payability, the lease provides [85/633] that the subject property Flat 2 pays *“One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”*

158. The Respondent says the fee was lawfully demanded and the amount reasonable.

159. The Applicant disagrees but presents no evidence.

160. The tribunal finds in the absence of contest the figure of £255.00 lawfully incurred and reasonable in magnitude.

#### **Gardening**

161. The Tribunal heard from the Respondent that the purpose of the gardening was to maintain the area to the front of the “Building”.

162. The service charge statement shows a gardening expense of £180 for the four flats collectively this equating to £45 for the subject flat

163. This comprises;

10 September 2020 MP Garden Services £30.00

30 September 2020 ditto

30 October 2020 ditto

30 November 2020 ditto

21 December 2020 ditto

28 February 2021 ditto

Total £180.00

164. The Respondent says this is properly incurred and a reasonable amount.

165. The Applicant says there is no garden and the paved area to the front as does not warrant this cost. [340/721]

166. The Tribunal finds, whilst the area is small with some shrubs and where the bins were situated it still requires tendering too, and that the charges given the individual visits are not unreasonable.

### **Interest Charges**

167. The lease provides at 4(v) that interest may be charged on outstanding sums liable to the landlord. The sum demanded in this service charge period was £203.01

*(v) All charges including interest incurred in the borrowing or raising of money or in the securing of the payment thereof or interest at 4% above Barclays Bank Limited Base Rate on any sums provided by the Lessor from his own resources for the purposes of complying with his obligations hereunder and to do all such things as may be conducive or incidental to the implementation of this object.*

168. The Respondent says this is properly calculated and the Applicant whilst challenging does not provide alternative computations.

169. The Tribunal finds this sum £203.01, lawfully demanded and the amount not unreasonable in the absence of contesting.

### **Service Charge Year March 2023**

#### **Professional fee**

170. The Tribunal heard from the Respondent that the purpose of the professional fee was “contract administration”. [11/721]
171. The service charge statement shows a professional fee of £753.76 [133/721] for the four flats collectively giving £188.44 individually.
172. This comprises;
- 25 April 2022 Consult Construction Ltd £753.76
173. On the issue of payability, the lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”
174. The Respondent says this was properly incurred, the Applicant disagrees but provides no evidence.
175. The Tribunal finds in the absence of contest the figure of £188.44 lawfully incurred and reasonable in quantity.

#### **Gardening**

176. The Tribunal heard from the Respondent that the purpose of the cost of gardening was to tend to the front patio area.
177. The service charge statement shows a gardening cost of £360.00 [133/721] for the four flats collectively giving £90.00 individually.
178. This comprises;
- 12 monthly payments of £30 MP Garden Services
179. The issue of payability, the lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”

180. The Respondent says this was properly incurred, the Applicant disagrees but provides no evidence.
181. The Tribunal finds in the absence of contest the figure of £90.00 lawfully incurred and reasonable in quantity.

### **Interest Charges**

182. The lease provides at 4(v) that interest may be charged on outstanding sums liable to the landlord. The sum challenged by the Applicant in this service charge period was £169.03. The Respondents calculation is at [359/721]

*(v) All charges including interest incurred in the borrowing or raising of money or in the securing of the payment thereof or interest at 4% above Barclays Bank Limited Base Rate on any sums provided by the Lessor from his own resources for the purposes of complying with his obligations hereunder and to do all such things as may be conducive or incidental to the implementation of this object.*

183. The Respondent says this is properly calculated and the Applicant whilst challenging does not provide alternative computations.
184. The Tribunal finds this sum £169.03, lawfully demanded and the amount not unreasonable in the absence of contesting.

### **Service Charge Year March 2024**

#### **Gardening**

185. The Tribunal heard from the Respondent that the purpose of the cost of gardening was to tend to the front patio area.
186. The service charge statement shows a gardening cost of £360.00 [138/721] for the four flats collectively giving £90.00 individually.
187. This comprises;

12 monthly payments of £30 MP Garden Services

188. The issue of payability, the lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”

189. The Respondent says this was properly incurred, the Applicant disagrees but provides no evidence.
190. The Tribunal finds in the absence of contest the figure of £90.00 lawfully incurred and reasonable in quantity.

### **Interest Charges**

191. The lease provides at 4(v) that interest may be charged on outstanding sums liable to the landlord. The sum demanded in this service charge period was £345.80. The Respondents calculation is at [ 359/721]

*(v) All charges including interest incurred in the borrowing or raising of money or in the securing of the payment thereof or interest at 4% above Barclays Bank Limited Base Rate on any sums provided by the Lessor from his own resources for the purposes of complying with his obligations hereunder and to do all such things as may be conducive or incidental to the implementation of this object.*

192. The Respondent says this is properly calculated and the Applicant whilst challenging does not provide alternative computations.
193. The Tribunal finds this sum £345.80, lawfully demanded and the amount not unreasonable in the absence of contesting.

### **Service charge year ending March 2025**

#### **Gardening**

194. The tribunal heard from the Respondent that the purpose of the cost of gardening was to tend to the front patio area.
195. The service charge statement shows a gardening cost of £360.00 [143/721] for the four flats collectively giving £90.00 individually.
196. This comprises;

12 monthly payments of £30 MP Garden Services

197. The issue of payability, the lease provides [85/633] that the subject property Flat 2 pays “One third in respect of the areas edged in blue (if any) and one quarter in respect of the remainder of the Building and Dustbin area.”
198. The Respondent says this was properly incurred, the Applicant disagrees but provides no evidence.

199. The tribunal finds in the absence of contest the figure of £90.00 lawfully incurred and reasonable in quantity.

#### Service Charge ending in March 2026 (Budget)

200. The majority of items in this service charge are considered in their separate heading above. The remaining item is Fire Safety; this is budgeted at £300.
201. The Respondent contends this figure is lawfully incurred reasonable in size. The Applicant disagrees but provides no evidence.
202. The tribunal in the absence of contest finds the figure of £300 for the budget figure for Fire Safety as reasonable.

#### Interest Charges

203. The lease provides at 4(v) that interest may be charged on outstanding sums liable to the landlord. The sum demanded in this service charge period was £1265.79. The Respondents calculation is at [ 359/721] .
204. *(v) All charges including interest incurred in the borrowing or raising of money or in the securing of the payment thereof or interest at 4% above Barclays Bank Limited Base Rate on any sums provided by the Lessor from his own resources for the purposes of complying with his obligations hereunder and to do all such things as may be conducive or incidental to the implementation of this object.*
205. The Respondent says this is properly calculated and the Applicant whilst challenging does not provide alternative computations.
206. The Tribunal finds this sum £1265.79, lawfully demanded and the amount not unreasonable in the absence of contesting.

#### Major Works in service charge year ending March 2023

207. The Respondent [470/721] submitted an invoice from Consult Construct which is a Specification for external repairs, internal and external decoration and associated works with a cost of £45,000, for the whole building [471/721]
208. Under section 20 of the Landlord and Tenant Act 1985 comments from the leaseholders were requested in letter 27 August 2020 by 20 October 2020. [ 473/721]
209. The Respondent submitted at condition Report [ 476/721].

210. The Respondent at [497/721] enclosed a copy of the second stage of the section 20 consultation, dated 25 April 2022.
211. A statement of estimates was sent to the leaseholders on 25 April 2022, with tender report.
212. The Invoice Statement relating to the works and showing the amount dated 26 July 2022 described as “Additional Interim Service Charge-Major Works” with a demand of £ 11391.77 [507/721]. This figure reflects the demand for Flat 2, the subject property.
213. Consult Construct Ltd issued a “Certificate of Payment dated 31 October 2022. [511/721]
214. The Final account by Consult Construct Ltd dated 7 February 2024 showed the contract amount of £45,000 was reduced to £31,740 because certain items were not carried out. This is accompanied by a certificate of practical completion dated 7 February 2024.
215. The Applicant challenges this figure, noting that certain works specified in the original scope of the works was not carried out, in particular the replacement of a flat roof. The Respondent contended that the flat roof was not replaced because it still was operational. The Applicant was concerned that the scaffolding for the works had damaged the property. The Respondent noted that Consult Construct Ltd had signed off the works as completed satisfactorily with effect of 3 November 2023 with a “date of rectification for 3 November 2024”.
216. The Tribunal has noted that the expected cost of the works has been reduced because certain works were omitted. The tribunal notes also the Certificate of Practical Completion. In the absence of alternative costings or specific evidenced concerns over the quality of the works, the Tribunal finds the sum of £11391.77 is payable.

**Application under Landlord and Tenant 1985 section 20C and Commonhold and Leasehold Reform Act 2002 para 5A**

217. Applicant requests the Tribunal makes an Order under the Landlord and Tenant Act 1985 section 20C and Commonhold and Leasehold Reform Act 2002 paragraph 5a. The effect of such an order is to prevent the Respondent levying the cost of the proceedings as a service charge and administration charges.
218. The Tribunal notes, the Applicant has been successful in a minority of their claims, however it is noted the Respondent did not fully comply with the Directions time scale, which caused challenges for the Applicant.

219. The Tribunal makes an order capping the amount that can be passed through the service charge to £100.

### **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).