



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

- Case Reference** : HAV/00ML/LAC/2025/0009
- Property** : 73 Buckingham Road, Brighton, East  
Sussex, BN1 3RJ
- Applicants** : Jane Hole – Flat A (1)  
Oliver Moss – Flat 3 (2)  
Luther Moss – Flat 3 (3)
- Representative** : William Abel
- Respondent** : Assethold Limited
- Representative** : Eagerstates Ltd
- Type of Application** : Determination of liability to pay an  
administration charge and the amount  
payable  
Schedule 11 of the Commonhold and  
Leasehold Reform Act 2002  
Application under Section 20C of the  
Landlord and Tenant Act 1985  
Application under paragraph 5A of  
Schedule 11 to the Commonhold and  
Leasehold Reform Act 2002
- Tribunal Member** : Regional Surveyor J Coupe FRICS
- Date of Decision** : 27 January 2026

---

**DECISION**

---

## DECISION OF THE TRIBUNAL

1. **The Tribunal determines the “Admin fee for rent collection” of £60.00 per transaction are not payable by the Applicants.**
2. **The Tribunal makes an order under Section 20C of the Landlord and Tenant Act 1985 that none of the Respondent’s costs of these proceedings may be passed to the Applicants through the service charge.**
3. **The Tribunal makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 extinguishing the Applicants’ liability to pay administration charges in respect of litigation costs of these Tribunal proceedings.**
4. **Pursuant to Rule 13(2) and Rule 13(3) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 the Tribunal makes an order that the Respondent shall reimburse the first Applicant their Tribunal application fee within 28 days.**

## Background

5. The Applicants are long leaseholders of two of five flats within 73 Buckingham Road, Brighton, Sussex, BN1 3RJ (“the Property”).
6. The application was received by the Tribunal on 5 July 2025.
7. The application was made in the name of 73 Buckingham Road RTM Company Limited (“the RTM company”).
8. The long leaseholders acquired the RTM company on 6 January 2022.
9. The Respondent is the freeholder of the Property. The Respondent’s agents, Eagerstates Limited (“Eagerstates”) collect the ground rent from the Applicants.
10. The Applicants seek a determination pursuant to Schedule 11 of the Commonhold and Leasehold Reform Act 2002 (the “2002 Act”) as to their liability to pay administration fees for ground rent collection of £60.00 per transaction.
11. The Applicants also seek an order for the limitation of the Respondent’s costs in the proceedings under Section 20C of the Landlord and Tenant Act 1985 (“the 1985 Act”) and an order to reduce or extinguish their liability to pay administration charges in respect of litigations costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”).

12. At a case management and dispute resolution hearing on 21 November 2025, the Applicants were substituted for the RTM Company. The Respondent did not attend the hearing.
13. Further Tribunal Directions were issued on 21 November 2025, preparatory to the matter being determined on the papers. Neither party objected to a paper determination.
14. The Applicants submitted an electronic bundle comprising 88 pages which included written authority for Mr Abel to represent each of the Applicants, and a statement of truth from each Applicant. References to page numbers in the bundle are indicated as [ ].
15. The Respondent did not provide written authority for Eagerstates to act on its behalf in these proceedings.
16. Prior to reaching this determination, I reviewed the bundle to assess whether the matter remained suitable for determination on the papers.
17. Although the bundle does not contain all material specified in the Directions, I am satisfied that it nevertheless provides sufficient information to enable determination without an oral hearing.
18. The Respondent has neither complied with the Tribunal Directions, nor submitted evidence in support of their position. I am nevertheless satisfied that the Respondent is aware of the proceedings and has chosen not to participate, whether at the case management and dispute resolution hearing or in this paper determination.
19. The essence of the Respondent's alleged position can be discerned from the email correspondence between the parties included in the bundle.
20. Having regard to the overriding objective in Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 - to deal with matters fairly, justly and proportionately - I consider it appropriate to proceed with a paper determination.
21. In reaching this conclusion, I have taken into account the Respondent's absence from the case management hearing and their failure to engage with the Directions issued for this matter.

### **The issues**

22. The Tribunal is asked to determine:
  - i. The payability of ground rent collection administration fees demanded by Eagerstates on behalf of the Respondent, and
  - ii. An application for orders under Section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act.

### **The Applicant's case**

23. Further to the acquisition of the Property by the RTM company, the Respondent started to charge the Applicants an administration fee of £60.00 per transaction for ground rent collection.
24. An invoice, dated 26 February 2025 and issued by Eagerstates to Mrs J C Hole, was provided. The invoice includes a £60.00 charge described as an "*Admin fee for rent collection.*" [73]
25. An invoice, dated 29 August 2024 and issued by Eagerstates to Mr & Dr Moss, was provided. The invoice includes a £60.00 charge described as an "*Admin fee for rent collection.*" [74]
26. The Applicants challenged the payability of these administration charges and copies of emails between the first Applicant, Jane Hole, and Ronni Gurvits of Eagerstates were provided in the bundle. [76-79]
27. Efforts to resolve the dispute were unsuccessful, and this application followed.

### **The Respondent's case**

28. The Tribunal Directions dated 21 November 2025 required the Respondent to send to the Applicants a signed and dated statement, copies of all relevant documents relied upon, and representations on any application under Section 20C of the 1985 Act or paragraph 5A of Schedule 11 of the 2002 Act. The Respondent did not comply with these Directions and no submissions were received.
29. Included in the bundle were the email exchanges referred to in paragraph 26.
30. On 8 October 2024, Jane Hole emailed Ronni Gurvits seeking clarification as to where in her lease provision is made for a ground rent administration fee. On 9 October 2024, Mr Gurvits responded "*This used to be part of the annual management fee, but is now charges (sic) separately.*" [78]
31. Following a further query by Ms Hole on 9 October 2024, Mr Gurvits replied on 10 October 2024 saying "*The lease allows for all charges of any agent employed for the benefit of the property or for any managing agents.*" [77]
32. Further correspondence between the parties on 11 October 2024 and 14 October 2024 failed to progress matters.
33. By email on 14 October 2024, Ms Hole stated that she did not understand the answer provided and that Mr Gurvits had failed to identify the clause in the lease on which he relied.

34. It was at this point, on 16 October 2024, that Mr Gurvits responded with “*Please refer to clause 6(d)(v)(b)(I)*”. [76]

### **The Leases**

35. The Applicants’ bundle contained two sample leases.
36. The lease for Flat 73A – being on the lower ground floor, front – was granted by Robert Trevor Krum and Patricia May Krum (“the Lessor”) to John Richard Lewis (“the Lessee”) for a term of 125 years from 29 September 1986. [28]

37. The particulars include the following:

*D(4) The Ground Rents reserved by Clause 1 of this lease shall be:-*

*D(4)(a) Until 28<sup>th</sup>. September 2011 £40.00*

*D(4)(b) During the remainder of the term created by this lease such other Ground Rents as shall be ascertained under the provisions of the Fourth Schedule hereto*

*D(4)(c) The Ground Rent Percentage is 0.042%*

*D(5) The Lessee’s Proportion referred to in Clause 3(B) and 4(B)(ii) hereof shall be ten per cent.*

*D(6) The First Sum to be paid under the provisions of Clause 4(B) (ii) shall be £40.00.*

*D(7) ...*

*D(8) The Payment Days are 29<sup>th</sup> September and 25 March.*

38. At Clause 3(A) ‘*To Pay Rent*’ – the lessee covenants with the lessor “*To pay the said respective Ground Rents during the said term hereby granted at the time and in manner aforesaid without any deduction except as aforesaid.*”
39. The Clause relied on by the Respondent to recover an administration charge for ground rent collection is said to be Clause 6(D)(v)(b)(I) within the Lessor’s Covenants ‘Managers’ “*Employ a firm of Chartered Surveyors or other competent managers of property to handle the management of the Block and the fees of such firm shall be added to the other expenses incurred by the Lessor under the provisions of Clause 6 of this Lease.*” [38]
40. The second sample lease provided in the bundle is of Flat 3, a lease granted by Robert Trevor Krum and Patricia May Krum (“the Lessor”) to Haydn Oliver Wood (the Lessee) for a term of 125 years from 29 September 1986. [51]

41. The particulars of the lease are similar in form to Flat 73A but provide for an initial ground rent of £60.00 per annum.
42. Clause 6(D)(v)(b)(I) is identical to that in the lease of Flat 73A.

### **Consideration**

43. While the Respondent has not engaged with this application, either by attending the case management and dispute resolution hearing or by complying with the Tribunal Directions dated 21 November 2026, it is apparent from correspondence between the parties provided in the bundle that the Respondent relies in this matter on Clause 6(D)(v)(b)(I) of the respective leases.
44. The question which arises is whether the disputed charges are contractually recoverable as administration charges under this Clause. If so, the question follows as to whether the charges are reasonable. A variable administration charge is payable only to the extent it is reasonable (paragraph 2 of Schedule 11 to the 2002 Act).
45. Clause 6(D)(v)(b)(I) of the lease is titled '*Managers*' and entitles the Lessor to employ various professionals in connection with the management of the Property. The fees related to such are recoverable by the Lessor under the provisions of Clause 6 of the lease.

### **Decision**

46. The disputed fees are claimed as an "*Admin fee for rent collection*". The fees do not relate to the management of the block but are concerned with the collection of ground rent to which the Lessor is entitled.
47. I find that fees in relation to the administration of ground rent collection are not fees relating to the management of the block and are therefore not provided for in Clause 6(D)(v)(b)(I). This is, the only clause relied on by the Respondent.
48. Accordingly, I find that these fees are not recoverable as administration charges and are not payable by the Applicants. It is therefore unnecessary to consider whether the fees are reasonable.

### **Section 20C of the 1985 Act and Paragraph 5A of Schedule 11 to the 2002 Act**

49. The Applicants applied for orders under both the 1985 Act and 2002 Act as outlined at paragraph 11 above.
50. The Applicants have been successful in their application. Further, I take account that the Respondent did not participate in these proceedings at any level. I consider that the Applicants were justified in bringing this application and, having regard to the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"), that it is

just and equitable to make orders under Section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act.

### **Tribunal application fees**

51. Rule 13(2) entitles the Tribunal to make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party. Rule 13(3) entitles the Tribunal to make such an order on an application by a party or on its own initiative.
52. Having regard to the circumstances of the case, the success of the Applicants and, in particular, the lack of any engagement in the Tribunal process by the Respondent, the Tribunal considers it just and equitable to order the Respondent to reimburse the Applicants their Tribunal application fee within **28 days of the date of this Decision.**