



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

**Case reference** : **CAM/00MD/LSC/2025/0600**

**Property** : **9 Arborfield Close, Slough, SL1 2JP**

**Applicant** : **Akashdeep Sagar**

**Respondent** : **Arborfield Close Residents (Sixteen) Limited**

**Representative** : **Danielle Rogers, Office Manager employed by Merlin Estates**

**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  
Dr Jan Wilcox FRICS**

**Venue** : **Cloud Video Platform**

**Date of hearing** : **15 October 2025**

**Date of decision** : **27 October 2025**

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**DECISION**

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## **Decisions of the Tribunal**

- (1) The Tribunal determines that the budget amount of £3,000 per annum for the service charge year end 2025 is payable by the Applicant.
- (2) The Tribunal makes the determinations as set out under the various headings 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 payability of service charges payable by him in respect of the service charge year 2024/2025. The application related to the cost of major works to replace the roof of the building, and also the other service charge costs.
2. Directions were made on 13 June 2025 that required the parties to exchange documents and for the Applicant to prepare a bundle of relevant documents for the hearing. Although not indexed or paginated, the Tribunal had before it a bundle of 77 pages which both parties confirmed they had received. The bundle included the Schedule of disputed matters completed by both parties, service charge accounts for year end 24 June 2021, 2022, 2023 and 2024, service charge demands for another property at Arborfield Close, and email correspondence.

## **The Hearing**

3. The Applicant appeared in person at the hearing. The Respondent was represented by Danielle Rogers, Office Manager employed by the Respondent’s managing agent, Merlin Estates. Jamil Saddique, also appeared on behalf of the Respondent.
4. 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.

## **The Background**

5. The Applicant was the leaseholder of 9 Arborfield Close, Slough, SL1 2JP (the Property). The Property was part of a block consisting of 16 flats (9 to 39 Arborfield Close), which was said to have been built in approximately 1975.
6. Under a long lease dated 15 March 1976 and made between Royco Homes Ltd (1), Arborfield Close Residents (Sixteen) Limited (2) and John Alan Jordan and Kay Jordan (3) (the Lease), the Applicant was required to

contribute towards maintenance costs by way of a variable service charge.

### **The Issues**

7. At the start of the hearing the parties identified the relevant issues for determination as follows:
  - (i) The cost of major works to replace the roof of the building.
  - (ii) The payability and/or reasonableness of service charges for the year 2024/25.
8. Having heard evidence and submissions from the parties and considered all of the documents provided, the Tribunal made determinations on the various issues as follows.

### **Matter Agreed**

#### **The Cost of Major Works to replace the roof of the building**

9. Having heard the explanation provided by the Respondent at the hearing regarding the cost of the roof work, the Applicant accepted that the cost of £2,922.50 was payable and reasonable.
10. The Applicant confirmed that he had paid the amount and there was therefore no further issue for the Tribunal to determine.

### **Matter for Tribunal Determination**

#### **Reasonableness of the Service Charge Amount for 2024/2025 (Budget Amount)**

11. All parties agreed that the service charge demand for 2024/2025 was a budget amount. The Respondent confirmed that each year's budget is set by considering the service charge amounts from the previous year. Specifically, the managing agent makes a forecast, taking into account the likely spend, in order to produce a budget. This budget is submitted to the Board of Directors for review, and once agreed, demands are sent to Leaseholders.
12. The Respondent confirmed that throughout the year the budget is regularly reviewed against actual spend and that service charge accounts are prepared by a chartered accountant at the end of each financial year. After approval by directors, any surplus is allocated to individual Leaseholder's accounts.

13. The Applicant confirmed that he did not dispute that the service charge was payable. The issue in dispute was that it was the Applicant's position that the amount demanded was too high. All parties therefore agreed that the issue for the Tribunal was whether the budget amount was reasonable.
14. For completeness the relevant section is section 19(2) of the Landlord and Tenant Act 1985 which states as follows:

“Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charge or otherwise”.

### **The Applicant's Position**

15. The Applicant told the Tribunal that it was his position that the annual maintenance charge of approximately £3,000 per annum was not reasonable. The Applicant submitted that the charges paid by the same type of building as the block in which his Property was situated were £1,516 per annum and this was therefore the amount that he would reasonably expect to pay. It was, consequently, the Applicant's position that the Respondent needed to renegotiate contracts with vendors and managing agents to bring the charges into line with the maintenance paid by the other block.
16. The Applicant produced a budget for 2025/2026 that related to another block at Arborfield Close by way of comparison. The Applicant highlighted five items from that block, namely insurance, gardening fees, cleaning fees, management charge and rubbish removal which he said supported his position that the amount he was charged was too high. It was the Applicant's position that all of the items that he was charged for were too high and that the five items he highlighted served as an illustration of this.
17. With regard to the management charge, the Applicant produced an email dated 28 July 2025 which was a quotation from the managing agent of the block he was using as a comparator to act as the managing agent for his block. This quotation stated that the managing agent could act as the managing agent for an annual fee of £3,200.00 plus VAT. The quotation was for the managing agent to provide:

“full management in accordance with our Property Management Agreement, together with the management of all existing facilities and service contracts for the 16 residential properties”.

This managing agent also confirmed that they would charge a further fee of £350 plus VAT for acting as company secretary and providing secretarial services as the registered office of the company.

18. Regarding the gardening fee, the Applicant submitted that the garden of the other block was triple the size of his block yet his charge was higher. He also stated that his cleaning charge was higher even though the other block was larger. However, the Tribunal did not have before it any documentation to show the level of service provided to the other block.
19. Regarding the rubbish removal, the Applicant stated that the comparison block was not charged for rubbish removal and so he did not understand why his block was charged, given that the Council collected the rubbish.

### **The Respondent's Position**

20. Regarding the insurance, the Respondent stated that the cost of insuring the building was one of the largest expenses. The Respondent confirmed that under the terms of the Lease, the freeholder was responsible for insuring the building and therefore the Respondent had no control over the choice of insurer or the premium charged.
21. In terms of the management charge, the Respondent confirmed that the managing agent's fee was agreed when the managing agents were appointed. Jamil Saddique, on behalf of the Respondent, told the Tribunal that the managing agents, Merlin Estates, had been engaged since 2018 and were, in his opinion, effective at controlling costs. He confirmed that the amount charged in management fees had increased each year, but that this was a reasonable increase and was in line with the agreement that the Respondent had with the managing agent. Further, the Respondent submitted that the Applicant had not provided any detail of what duties were carried out by the managing agent that the Applicant was using as a comparator.
22. With regards to rubbish collection, the Respondent confirmed that they had had an issue with fly tipping at the block and this was the reason that rubbish removal was charged. An amount for rubbish removal was therefore kept in the budget; however, the Respondent confirmed that if this was not required in the year end 2025, the amount would not be charged.
23. The Respondent confirmed that the gardening costs allowed for maintenance of a row of conifer trees. Whilst the Applicant submitted that the garden of the block he was using as a comparator was larger, the Respondent stated that it was not possible to identify the work completed at the other block to see if it really was comparable. The Respondent made the same point with regards to the cleaning services. In answer to

a question from the Tribunal, the Respondent confirmed that the budget amount included a contribution to the reserve fund of £10,000.

24. Finally, the Respondent noted that the budget from the block the Applicant was using as a comparator had different service charge headings. By way of example, the Respondent identified that there was an item for garden maintenance contract and another entry for garden expenditure. This meant that it was not possible to simply compare budget lines without knowing what was included under each heading.

### **The Tribunal's Decision**

25. The Tribunal determines that the budget amount of £3,000 demanded by the Respondent for the service charge year 2024/2025 is payable and reasonable. The Tribunal accepts the Respondent's position that the budget is prepared on the basis of anticipated expenditure using the previous year's budget. The Tribunal also accepts the Respondent's position that the budget is regularly reviewed against actual costs and that service charge accounts are prepared by a chartered accountant at the end of each financial year so that any adjustments can be made.
26. The Tribunal accepts the explanation provided by the Respondent that insurance makes up one of the largest expenses within the budget and that this is something that the Respondent is not able to control.
27. With regards to the specific items that the Applicant highlighted for comparison, the Tribunal does not accept the Applicant's position. The Tribunal finds that the budget amount for the management charge is reasonable. The Tribunal accepts the Respondent's position that it is not clear what duties are completed by the managing agent that the Applicant is using for comparison. The quotation obtained by email of 1 July 2025 for £3,200 plus VAT and £350 plus VAT is based on an inspection of the block from the roadside and without sight of the leases. Further, the quotation is to provide full management in accordance with the company's "Property Management Agreement"; however, the Tribunal was not provided with a copy of this agreement and so it is not possible to understand the duties that would be included. Instead, the Tribunal accepts the Respondent's position that the budget amount they charge for management fees is reasonable based on the work completed by the managing agent.
28. The Tribunal accepts the position of the Respondent that for the year end 2024 they had expense to clear rubbish because there was fly tipping at the block. It is therefore reasonable for the Respondent to have kept an amount for fly tipping within the budget for year end 2025. Clearly, if there is no expenditure for rubbish removal for the year end 2025, the service charge account will be adjusted at year end.

29. Further, the Tribunal does not accept the Applicant's position that the gardening and cleaning charges are unreasonable. The Tribunal accepts the Respondent's position that the charge for gardening is based on work completed previously, and this included maintaining a row of conifer trees. The Tribunal also accepts the Respondent's position in relation to the cleaning fees and does not accept the Applicant's position that the fees should be lower because a comparable block is charged lower fees. The Tribunal has not been presented with any evidence to show the level of service provided at the other block. The Tribunal accepts the Respondent's evidence and finds that the amount budgeted for cleaning is reasonable.
30. The issue for the Tribunal is not whether any service could be provided at a lower rate, but rather the question for the Tribunal is whether the budget amount charged is reasonable. The Tribunal finds that the budget set by the Respondent is reasonable and therefore finds this amount payable.

**Applications under Section 20C of the 1985 Act, Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act and Refund of Fees**

31. At the end of the hearing, the Applicant confirmed that he did not wish to make an application for a refund of the fees that he had paid in respect of the application/hearing. Further he did not wish to make an application under section 20C of the 1985 Act or paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 as he did not want other Leaseholders to have to pay for any work in relation to this application. The Tribunal therefore does not have any applications before it and, consequently, makes no orders.

**Name:** Judge Bernadette MacQueen    **Date:** 27 October 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).