



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

**Case reference** : **Lon/00BE/LSC/2025/0850**

**Properties** : **5 Brownlow House SE1 2DJ  
31 Wade House SE8 2DJ  
28 Bardell House SE1 2DH  
3 Chalfont House SE16 4UJ**

**Applicants** : **Mr Gary Paul  
Ms Ilona Marsh  
Mr Peter Kokkinos**

**Representative** : **n/a**

**Respondent** : **The London Borough of Southwark**

**Representative** : **Mr James Walker**

**Type of application** : **An application under section 27A  
Landlord and Tenant Act 1985**

**Tribunal** : **Judge N O'Brien  
Ms Carolyn Barton FRICS**

**Date of Determination** : **2 February 2026**

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**DETERMINATION**

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- (1) The tribunal makes the determinations set out in paragraphs 5, 6, 17, 20, 27, 28, 31 and 32 below.
- (2) The tribunal does not make orders under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 or section 20C of the Landlord and Tenant Act 1985, or for the reimbursement of fees.

**Introduction**

1. This is an application brought pursuant to section 27A of the Landlord and Tenant Act 1985 in respect of various leasehold flats on the Dickens Estate and St Crispin's Estate in the London Borough of Southwark. The Applicants are long leaseholders of various flats on the estates, and the Respondent is the lessor and freehold owner.
2. The application was sent to the tribunal on 11 June 2025 and was completed and signed by Mr Gary Paul the leasehold owner of 5 Brownlow House. He attached an appendix consisting of a typed list of 14 leaseholders on the Dickens Estate and St Crispin's Estate which he wished to be added as applicants to the proceedings. The list included Mr Peter Kokkinos and Ms Iona Marsh, leasehold owners of 28 Bardell House and Flat 31 Wade House respectively. Mr Paul also owns and resides in a flat on the St Crispin's Estate; 3 Chalfont House.
3. The tribunal issued standard directions on 7<sup>th</sup> July 2025 which were amended on 6<sup>th</sup> August 2025 to require the Respondent landlord to compile the hearing bundle.

### **The Hearing**

4. The hearing took place on 9<sup>th</sup> and 10<sup>th</sup> December 2025. Mr Kokkinos and Mr Paul attended both days of the hearing but Ms Wade only attended on the first day. The Respondent was represented by Mr James Walker, an in-house litigation officer. We were provided with a 582-page bundle for use at the hearing. We heard evidence from all three applicants and from a Ms Suganthiny Jeyanesan, a revenue service charge accountant in the Respondent's service charge team. We were provided with a copy of the lease for 5 Brownlow House and were told by both parties that the leases for 31 Wade House and 28 Bardell House and 3 Chalfont House were in materially identical terms.
5. At the start of the hearing the tribunal considered whether any of the applicants named in the appendix to the application had been properly joined to the proceedings. None of the persons listed in the appendix to the application signed the application or confirmed that they were content to be added as applicants or that they were content to be represented by Mr Paul in these proceedings. Rule 26(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 requires any application to be signed and dated by the Applicant that wishes to make it. The only person who had signed the application was Mr Paul. We were content to proceed with the application only insofar as it related to the three leaseholders who attended the first day of the hearing, but not in respect of the other leaseholders listed in the application.

### **The Issues**

6. The application lists 12 issues for determination. We have summarised the issues raised by the above three leaseholders in their application and in their Scott schedule as follows;

### **Issue 1**

Mr Paul wished to challenge the recoverability of a charged levied on the Respondent by the London Fire Brigade to free people trapped in a lift in Brownlow House on the grounds that he was not informed of this cost until October 2024 more than 18 months after the cost was incurred. In the course of the hearing he did not pursue this argument but maintained that it was not fair that the leaseholders should be asked to contribute towards this cost.

### **Issues 2 and 3**

All three Applicants wished to challenge the Respondent's decision to classify estate lighting costs on both the St Crispin's Estate and the Dickens Estate as estate costs rather than block costs.

### **Issue 4**

Mr Kokkinos wished to challenge the overhead costs which were added to certain items in the service charge demands in the years 2017 to 2024 on the grounds that they had insufficient information to assess for themselves whether the overhead percentages were properly calculated for each year.

### **Issue 5**

The Applicants raised an issue regarding the Respondent's interpretation of GDPR regulations. We explained at the start of the hearing that this was not a matter that fell within the FTT's jurisdiction.

### **Issue 6 and 8**

Ms Marsh wanted to challenge what she considered were costs incurred by contractors being recalled to the same jobs at Wade House.

### **Issue 7**

All three Applicants wanted to check that the bed-weighting calculation used by the Respondent to apportion estate costs for their respective blocks was correct. In their application they sought disclosure of the number of bed weighting units ascribed to each block on the Dickens Estate. Ms Marsh asserted that the correct number of units for Wade House was 257 and not 256, which was the figure used by the Respondent.

### **Issue 9**

Mr Kokkinos challenged the 10% administration fees charged in respect of Bardell House for the years 2017 to 2024.

### **Issue 10**

All three Applicants challenged the Respondent's practice of including the overhead costs in the service charges used to calculate the 10% administration fee.

### **Issue 11**

Mr Paul queried whether the costs of repairs to a number of other blocks were relevant costs for the purposes of calculating the service charges payable by the leaseholders in the Dickens Estate. In the course of the hearing he accepted that the costs which had concerned him did in fact relate to blocks which formed part of the Dickens Estate, and he withdrew the challenge.

### **Issue 12**

Mr Kokkinos challenged the cost of hiring paladin bins serving Bardell House for the years 2017-2024.

7. There have been previous proceedings between the present three Applicants and the Respondent concerning the calculation of service charges. As best the tribunal has been able to ascertain, previous cases where similar issues to the present case have arisen are;

*Paul and Ors v The London Borough of Southwark [2013] UKUT 0375.* Decision of the Upper Tribunal relating to whether or not the lessor was entitled to charge leaseholders for overheads based on borough-wide costs. Mr Kokkinos was not a litigant but was a witness for Mr Paul in the Upper Tribunal proceedings.

*London Borough of Southwark v Ilona Marsh LON/00BE/LSC/2014/0584* The tribunal considered whether the Local Authority had correctly applied bed weighting apportionment to Ms Marsh's service charges for the year 2012 and concluded that it had. Mr Kokkinos participated in the hearing but was not a party.

*London Borough of Southwark v Kokkinos LON/00BE/LSC/2015.* The First-tier tribunal considered bed weighting, overhead calculations and the uplift to administration fees in respect of 28 Bardell House.

Additionally Ms Marsh refers in the Scott schedule to *LON/00BE/LSC/2021/0212* which appears to have related to service charges for her property; 31 Wade House. The tribunal has not been able to find a case with this reference number, but it is apparent from the Scott schedule that Ms Wade wished this tribunal to revisit that decision because she considered that the judge was given 'incorrect evidence'.

## **Legal Framework**

1. The tribunal's statutory power to determine variable service charges is contained in the Landlord and Tenant Act 1985 ('the 1985 Act'). 'Service charge' is defined in section 18 of the 1985 Act as 'an amount which is payable directly or indirectly for services repairs maintenance improvements or insurance or the landlords costs of management, the whole or part of which varies or may vary according to the relevant costs'. Section 19 provides a service charge is only payable insofar as it is reasonably incurred and the services are works to which it relates are over reasonable standard. The tribunal may therefore determine both the reasonableness of the cost and the standard of the works undertaken or the services provided.
2. Section 27A of the 1985 Act gives the tribunal jurisdiction to determine by whom to whom how much when and how service charges are payable.
3. Disputed facts are decided on the balance of probabilities. The legal burden of proof lies on the party who requires the assistance of the tribunal i.e. if it is the tenant who asserts he has overpaid, it lies on the tenant; if it is the landlord seeking payment, it lies on the landlord. If the tenant is challenging the reasonableness of a service charge he or she must firstly properly identify the challenge in his or her pleadings and secondly provide some evidence that the charges he or she wishes to challenge are unreasonable. If the tribunal is satisfied that there is some credible evidence which, if unchallenged, would support a finding that the charge was unreasonable, the burden of proof will move the landlord to show that the sums claimed are in fact reasonable; See *Spender v FIT Nominee Ltd* [2025] EWCA 1578 at paras 79, 89.

## **The Leases**

4. The service charge provisions in the lease for 5 Brownlow House are contained in the Third Schedule which provides;
  - 6(1) The service charge payable by the Lessee shall be a fair proportion of the costs and expenses set out in paragraph 7 of this Schedule incurred in the year
  - 6(2) The Council may adopt any reasonable method of ascertaining the said proportion and may adopt different methods in relation to different items of costs and expenses
  - 7 The said costs and expenses are all costs and expenses of or incidental to
    - (1) The carrying out of all works required by sub-clause (2) to
    - (4) inclusive of Clause 4 of this lease (*Note: These sub-*

- clauses impose obligations on the lessor to maintain the building and the common parts)*
- (2) Providing the services hereinbefore defined
  - (3) ...
  - (4) All rates taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or in respect of the building or the estate and not the liability of the Lessee or any other tenant or occupier.
  - (5) ...
  - (6) The maintenance and management of the building and the estate (but not the maintenance of any other building comprised in the estate)
  - (7) The employment of any managing agents appointed by the Council in respect of the building or the estate or any part thereof PROVIDED that if no managing agents are so employed then the council may add the sum of 10% to any of the above items for administration.

#### **Issue 1- LFB Lift Charge for Brownlow House**

- 5. Initially Mr Paul challenged this cost on the grounds that it was not demanded within 18 months of the cost being incurred. It is apparent from the documentation attached to Ms Jeyanesan's statement that it was demanded in September 2023 as part of the actual expenditure for 2022/2023 and was incurred in February 2023. Consequently the Respondent is not barred from recovering it by virtue of s20B(1) of the 1985 Act. Mr Paul submitted that it was not fair that the leaseholders had to contribute to this cost. In our view this charge falls within paragraph 7(4) of Schedule 4 of the lease and is recoverable.

#### **Issues 2 and 3 Estate Lighting Charges 2022-2024**

- 6. All three Applicants submitted that the cost of communal lights attached to the exterior of each block should be charge as a block cost and not as an Estate cost. We consider that the Respondent was entitled to treat the cost of lighting attached to the exterior of any block or building on the St Crispin Estate or Dickens Estate as an estate cost as it is for the benefit of all persons using the exterior common parts of the estate and not just for the benefit of the occupants of the block to which the light is attached.
- 7. We record in this decision that the Respondent has conceded that 12 works orders relating to lighting repairs were incorrectly charged to the leaseholders of Dickens Estate as estate costs and not block costs, and has undertaken to issue a credit to leaseholders to be applied to the 23/24 actual costs.

#### **Issue 4 – Calculation of Overhead Costs 2017-2024**

- 8. Although it does not appear as a separate charge in any of the demands sent to leaseholders, there are certain costs included in their service charges which are calculated on a borough- wide basis and then added as a percentage to the base cost for the provision of the corresponding service provided by the Respondent

to the block or estate as the case may be. All of the flats under consideration are located in mixed tenure blocks where the majority of flats are let pursuant to secure tenancies and not long leases. Some of the services which are provided to leaseholders under the terms of their leases are provided by departments who provide those same services to the entirety of the Respondent's residential portfolio on a borough-wide basis; there is no other realistic way for a local authority to provide services such as a call centre or responsive repairs to the residents of a mixed tenure residential portfolio. The question then is; how are leaseholders to be fairly charged for the portion of those borough-wide costs attributable to the provision of such services to them?

9. In *London Borough of Southwark v Gary Paul [2013] UKUT 0375* the Upper Tribunal concluded that in principle such indirect costs were recoverable from Mr Paul under the terms of his lease as a matter of law. It then went on to consider the method used by the Respondent to calculate those costs and consider whether it was a 'reasonable method' of calculation as required by paragraph 6(2) of Schedule 4 to his lease. Mr Kokkinos was not a litigant in those proceedings but was a witness for Mr Paul. The Upper Tribunal noted at paragraph 57 that Mr Kokkinos's objections to paying the overheads were as follows;

*Mr Kokkinos said that LBS's annual estimate of the amount of staff time spent on the delivery of communal services was not supported by timesheets or documents. The estimates were guesswork by the area housing managers. LBS had not explained how any of the overheads were actually incurred at the respondents' properties. It was inappropriate and unreasonable for LBS to use borough-wide figures as the basis to determine overheads on individual properties. Referring to the breakdown of estimated and actual service charges for Mr Paul's property for the year 2003/04, Mr Kokkinos said that LBS had failed to provide details of the amount of its charge for overheads in its service charge demands. The process was not transparent and it was difficult for the respondents to obtain meaningful information from LBS. He did not accept Mr Rainey's argument that by taking the estimated staff time as a percentage of the total costs of services, including the cost of works done to tenanted as well as to leasehold properties, LBS had applied an overheads percentage in the early years that was favourably low to the respondents. Mr Kokkinos said that that did not excuse the use of staff time estimates that were not objectively calculated. He thought that the figures used by LBS had no legitimacy and had been plucked from thin air. Ultimately he did not care what the costs were provided they could be properly identified and justified.*

10. The Upper Tribunal described the method used by the Respondent to calculate overheads at paragraph 42

*The basic method was broken down into a number of stages:*

- (i) Establish the total annual cost (borough-wide) of all estate expenditure incurred against the Housing Revenue Account (HRA).*
- (ii) Establish the gross salary costs of staff involved in the provision of communal services to all of LBS's housing estates. "Communal services"*

*refers to any service provided for the benefit of leaseholders and council tenants of a particular block or estate. It excludes any service provided for the benefit of a single resident or dwelling.*

*(iii) Estimate what proportion of the gross salary costs was directly attributable to the provision of communal services. This was done by Area Housing Managers providing a percentage figure for the time spent by their staff on communal services.*

*(iv) The gross salary costs under (ii) were multiplied by the percentages under (iii) to give a gross payroll cost for communal services.*

*(v) The total under (iv) was then expressed as a percentage of the total under (i) to give the overhead percentage that was then applied to all of the individual cost elements that comprised the total annual expenditure.*

*(vi) The overheads figures for those elements to be included as a service charge were then apportioned to the estate, block and dwelling by the bed-weighting system’.*

11. In relation to step (iii) the proportion of time spent by members of staff in the provision of communal services to residents was based on an accounting method known as Activity Based Accounting (ABC). In these proceedings as in the case before the Upper Tribunal Mr Kokkinos challenges this practice because he considers that this method of estimating time spent by staff is not accurate. Additionally considers that he should not be expected to contribute to, for example cost of employing staff in the Respondent’s call centres or maintenance departments if they are calculated using the total borough-wide cost as a starting point.
12. Both these issues were considered by the Upper Tribunal . Mr Kokkinos insisted that he was not challenging the decision of the Upper Tribunal but it is clear from the Applicant’s Scott schedule that he is. He insists that its unreasonable for the Respondent to base its overhead calculations on the borough wide costs of providing communal services to its residential portfolio and he expressly challenges the use of the ABC method to estimate the time spent by staff members in the provision of such services. The Upper Tribunal found in the Respondent’s favour on both issues and we will not revisit them.
13. Ms Jeyanesan gives a detailed account of how the overheads the year ending March 2023 in respect of responsive repairs for the both the Dickens Estate and Bardell House were calculated. The calculations are set out at exhibit JS11 to her statement. The total Mr Kokkinos was charged for block responsive repairs for that year was £41.10 as shown by the breakdown included at page 532 of the electronic bundle. £8.10 of that cost was in respect of overheads. The amount he was charged for estate responsive repairs was £8.12. Of that £1.40 was attributable to overheads.
14. Mr Kokkinos did not seek to argue that these calculations were wrong. In fact Mr Kokkinos does raise any specific challenge the method used by the Respondent to calculate the overhead costs, although he submits that it is unreasonable because it is too complicated to understand. However he considers that the Respondent has not shown that the variables used in those

calculations, such as base costs (Step (i)) and bed weighting (Step (iv)) are correct. He submits that the Respondent has failed to disclose information to show that the base costs have been accurately calculated. In addition he wants the Respondent to disclose the bed weighting used for Bardell House and for the other buildings on the estate in step (vi) (see paragraphs 21-23 below).

15. We were told by Mr Walker in the course of the hearing that the Respondent's accounts are audited by external auditors and are available on-line. In these proceedings the Respondent has disclosed schedules of the base costs used to calculate overheads for the years 2019-2024 at pages 155 to 159 of the bundle. Mr Kokkinos does not seek to argue that they are wrong, merely that the Respondent has not proved that they are right. In his Scott Schedule Mr Kokkinos asserts that the Respondent failed to disclose information regarding the costs, but we were not taken to any such request. We have not been shown any request for information by the Applicants which might amount to an in-time request for a summary of relevant costs under s21 of the 1985 Act which was not responded to.
16. In these circumstances it is for the Applicant to put forward some credible evidence which if unchallenged would support a finding that the base costs for each year had been incorrectly calculated. He has not done so. In our view Mr Kokkinos has not raised a *prima facie* case that the figures used to calculate the base costs were incorrectly calculated. He has not sought to argue that the total charges for the years in dispute were unreasonable. He has not even specified in his Scott schedule what the actual charges were for 28 Bardell House for any of the years he disputes. We dismiss this challenge.

### **Issues 6 and 8- Challenges to works orders**

17. In the application and the Scott schedule there is a general assertion that contractors are called out on multiple occasions to carry out the same works. This is too generalised an assertion for the Tribunal to make a determination. Point 8 relates to a number of invoices which Ms Marsh challenges in respect of Wade House going back to 2019. According to the Applicant's Scott schedule of disputed costs, some of the invoices she has challenged in relation to the works to front entrance doors were the subject of a previous determination by this tribunal which Ms Marsh wishes us to reconsider.
18. In her witness statement Ms Jayanesan considered every works order challenged by Ms Marsh and has ascertained that they are all call-outs for different jobs within Wade House. When it was put to Ms Marsh that all her questions had been answered, Ms Marsh would not agree but could not refer us to any specific invoice which showed that work had been inappropriately charged. She told us that she wished to challenge everything until she was satisfied with the information provided by the Respondent. She pointed to the fact that there were 12 separate works orders for repairs to the 3 water tanks in Wade House over a 5-year period as evidence that the costs were unreasonably incurred. Similarly she submitted that the fact that there were 6 works orders

in relation to front entrance doors over a 3-year period suggested that they had been incorrectly installed. She has produced no evidence to suggest that the works were unnecessary or due to any default on the part of the Respondent.

19. In our view none of Ms Marsh's challenges raise a *prima facie* case that the works were unreasonably incurred or inappropriately charged. Furthermore any attempt by a litigant to seek redetermination in respect of any matter that had been previously determined by the tribunal is an abuse of process, but as we have been unable to find the case she refers to, and given that we have in any event dismissed the challenge to the front entrance doors, we need say nothing further.

### **Issue 7 Bed-weighting**

20. Mr Paul and Mr Kokkinos both in the application and in their Scott Schedule state that they want the Respondent to show that the correct number of bed units has been ascribed to each block in the Dickens Estate for the purposes of calculating the apportionment of estate service charges. The Respondent has disclosed the number of bed units it attributes to each block on the estate in a schedule included at page 548 of the bundle. No further point was taken in respect of Bardell House or Brownlow House in the course of the hearing.
21. Both in the application, and in the Scott schedule Ms Marsh took issue with the number of bed units ascribed to Wade House. She considers it should be 257 bed units. The Respondent considers that the total number of bed units for Wade House is 256. Rather belatedly and part-way through the hearing the Applicant disclosed a schedule showing how the number of bed units in Wade House was calculated. Unfortunately this was after the end of the first day of the hearing and Ms Marsh was not able to attend on the second day. We were told by Mr Paul on the second day of the hearing that Ms Marsh had reviewed the schedule overnight and considered that the number of bedrooms ascribed to Flat 10 Wade House was incorrect as it contained 3 bedrooms and not 1 but the number of bedrooms in 24 Wade house was wrong as it showed that it had 2 bedrooms when in fact it had 1. The end result was that the bed weighting applied to Wade house was short by 1 bed unit, if Ms Marsh is correct. This would mean that the leaseholders in Wade house would pay a slightly higher proportion of the estate costs than would otherwise be the case.
22. In *London Borough of Southwark v Iona Marsh LON/00BE/LSC/2014/0584* this tribunal determined that the correct number of units for Wade House was 254 in 2012/2013. However it recorded in the course of its determination that the number of bed units was subject to change and noted that one of the commercial units in Wade House was due to be converted into residential accommodation which would affect the number of bed units ascribed to the block as a whole. This demonstrates that the bed unit calculation can vary from year to year. Ms Marsh set out from the start of proceedings the number of bed units which she considers should be ascribed to Wade House. Unfortunately she has included this specific challenge as part of Issue 8 and not Issue 7 in both the application and in the Scott schedule, and she has not said whether it is her case that this is the correct figure for each of the years under challenge.

23. We consider that it we cannot sensibly make any determine on this issue, but note it is a matter of readily ascertainable fact. In the event that Ms March and the Respondent cannot agree on the correct bed weighting units for each of the years in dispute for Wade House, a further application can be made to this tribunal.

#### **Issue 9 – The Administration Charge 2017 -2024**

24. Mr Kokkinos wished to challenge the 10% administration fee levied from 2017 to 2024. He wants the Respondent to show that it has been correctly charged for each of the 7 years, and complains about the level of service the Respondent has provided. The annual administration charge he has paid has varied from £95.49 in 2017/2018 to £158.43 in 2023/2024.
25. There is no clear basis for this challenge. In the application and in his Scott schedule Mr Kokkinos complains that when he queries his service charges he is directed to on-line resources which he is not able to access because he is ‘no good with computers’. Mr Kokkinos maintains that he has found evidence of discrepancies in the figures used by the Respondent to calculate the overhead charges and administration charges. By way of example he referred us to a spreadsheet at page 156 of the bundle showing borough-wide costs incurred by the Respondent which were used to calculate overheads in the year 2020-2021 which he submitted indicated that the Respondent had completely miscalculated the final figure of £24,048,766.51. However it transpired that Mr Kokkinos had been adding the figures in horizontal lines whereas the sums shown was the sum of figures in the vertical columns.
26. It is for the Applicant to put forward some credible evidence which if unchallenged would support a finding that the administration charges for each year had been incorrectly calculated. The calculations upon which the charges are based on Borough wide costs running to tens of millions of pounds annually and are highly complex. We were told by Mr Walker that the Respondent publishes annual financial statements which are audited by KPMG and which are available on-line. In our view the Applicant has not raised a *prima facie* case that the figures used to calculate the administration charge were incorrectly calculated or that the costs were not reasonable given the level of service provided. We dismiss this challenge.

#### **Issue 10- Should the Overhead charges be included for the purposes of Calculating the 10% administration fee.**

27. In *Paul and Ors v The London Borough of Southwark [2013] UKUT 0375* the Upper Tribunal was asked to consider whether the Respondent was entitled to include overhead charges as part of the costs in expenses for the purpose of calculating the 10% administration charge provided for by paragraph 7(7) of Schedule 4 to the lease of 3 Chalfont House and 7 Chalfont House, which are identical to the corresponding clauses in the lease for 5 Brownlow House as set out above. At paragraph 39 of the decision the Upper Tribunal concluded that the overhead costs could be included for the purposes of calculating the 10% administration fee. Mr Kokkinos wishes us to revisit this issue again. We

consider that we are bound by the decision of the Upper Tribunal and consequently find that the Respondent is entitled to include the overhead costs when calculating the 10% administration fee.

### **Issue 12 Cost of Hire of Paladin Bins**

28. Mr Kokkinos challenges the cost of hiring 8 Palladin bins at Bardell House between 2017 and 2024. The cost has varied from £1,314.56 to £1,414.40 annually. Mr Kokkinos maintains that the Respondent should have just bought 8 paladin bins and has shown us a paladin bin which could be purchased and delivered for £722.
29. Ms Jeyanesan told us that until 2024 the paladin bins on the Dickens Estate were hired internally from another department within the Respondent's organisation at a weekly rate of £3.24 per bin per week. In 2024 it purchased 8 paladin bins for the estate but could not tell us how much they had cost each.
30. While Mr Kokkinos has supplied evidence of the cost of a similar bin, we have no way of calculating whether the cost of buying the bins, and replacing them or repairing them as and when necessary would be lower than the cost of hiring them such that the cost of hire is not reasonable. He has not suggested a sum which he considers would be a reasonable sum for the supply of paladin bins for use by residents of Bardell House. In our view he has not established that there is an arguable case that the cost of bin hire was unreasonably incurred.
31. Mr Kokkinos told us that one of the Bardell House bins was missing for a period of a year between 2022 and 2023 and submits that a reduction should be made to the total charge for that year. We accept his evidence on that point and determine that his service charge for the year 2023 should be reduced by his due proportion of the £176.74 which the Respondent charged for supplying that bin to Bardell House and his proportion of £17.60 which would have been charged in addition as part of the 10% administration fee.

### **Applications under S.20C/Para 5A and refund of fees.**

32. The Applicants' challenges to the service charges have essentially failed. Consequently it would not be just to make an order limiting the Respondents' ability to recover its costs of these proceedings as either an administration charge or a service charge.
33. Similarly it would not be just to order the Respondents to reimburse the tribunal fees paid by the Applicants.

**Name:** Judge N O'Brien

**Date:** 2 February 2026

### **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

