



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

Case reference : CAM/26UD/LBC/2025/0001
CAM/26UD/LBC/2025/0004

Property : 33 Warner Road, Ware
Hertfordshire SG12 9JL

Applicant : Warner Road Flat Management
Company Limited

Representative : Gregory Mackenzie, director

Respondent : Miss Bunyawipha
Jiratanoowourakun (formerly
known as Pornwipha Sae-Kuai)

Type of application : Liability to pay service charges

Tribunal : Judge David Wyatt
Mr G F Smith MRICS FAAV REV

Date : 30 September 2025

DECISION

Decision

- (1) The tribunal determines that the following service charges are payable by the Respondent leaseholder to the Applicant landlord (or Gregory Mackenzie on behalf of the Applicant landlord):
- a. for 2024, **£1,500 payable immediately** for roof repair works;
 - b. for 2025, £900 (which may be paid by instalments of £75 per month from 28 January 2025, so **£675 immediately and £75 per month from 28 October 2025 to 28 December 2025**) as a contribution to a sinking/reserve fund towards the costs of repairing the building; and
 - c. for 2026, £900 (which may be paid by instalments of **£75 per month from 28 January 2026 to 28 December 2026**) as a contribution to a sinking/reserve fund towards the costs of repairing the building.

- (2) The above determination relates only to the service charges which had been disputed in these proceedings. It applies to the extent that these were not agreed by the Respondent at the hearing. It does not affect any other service charges which may be payable (for the costs of building insurance, for example).
- (3) The tribunal orders that in addition the Respondent must by **28 October 2025** pay a further **£447** to the Applicant (or Gregory Mackenzie on behalf of the Applicant) to reimburse the tribunal fees paid.

Reasons

Basic details

1. The building is described as a ~1850 house which was converted into four flats (probably in the 1970s, when it seems 99-year leases were granted): Nos. 27, 29, 31 and 33. By the early 2000s, it appears, the Applicant landlord had acquired the freehold and granted new longer leases. We gather the leaseholders of the four flats each have a 25% shareholding in the Applicant landlord. Gregory Mackenzie (leaseholder of No.29) is currently the sole director. From 1 August 2025, Angus Corbett (leaseholder of No.31) was appointed company secretary.
2. The Respondent is the leaseholder (tenant) of Flat 33. The lease was originally granted in 2004 to Michael Moran, the Respondent's husband/partner, who was a director and the company secretary of the Applicant until 2021. In about 2008, the registered title to the lease (HD431456) was transferred to Pornwipha Sae-Kuai. The Respondent confirmed that was her previous name. Her husband/partner passed away and after health problems she was advised by members of the Thai community to change her name to seek better fortune. She chose as her new name Miss Bunyawipha Jiratanowourakun. Pursuant to the earlier directions, she had produced translated copies of Thai documents consistent with this name change.
3. Flat 33 is a first-floor flat. The lease demises the flat and a parking space for a term of 999 years from 2003, defining the landlord as the "lessor" and the tenant as the "lessee". In essence, the tenant (lessee) covenants to pay 25% (with provision for variation of the proportion) of the costs anticipated or incurred by the landlord in performing their obligations under the lease. This is set out in clause 4, which expects the usual contributions based on estimates and then confirmation of actual amounts with balancing provisions. The contribution and any other sum payable under clause 4 shall be paid to the landlord "*or as he shall direct*" (clause 4(v)). The landlord covenants to repair, decorate and renew "*...the main structure and walls and foundations and the roof...*", amongst other things.

Procedural history

4. In August 2024, the Applicant landlord made their first application to the tribunal. This sought a determination in respect of roof repair costs

(initially estimated at £4,000, which later increased to £5,800) which the Respondent leaseholder had refused to contribute towards.

5. As a result of an administrative backlog, the case was not processed and referred to the judiciary until March 2025. On 14 March 2025, the tribunal gave case management directions. These noted that the application used the form for determinations of breach of covenant under section 168(4) of the Commonhold and Leasehold Reform Act 2002, but applications to determine any alleged breach of an obligation to pay service charges should be made under section 27A of the Landlord and Tenant Act 1985 (referring to section 169(7) of the 2002 Act). Accordingly, the case was treated as an application under section 27A of the 1985 Act.
6. It is not necessary or proportionate to describe the full procedural background in this decision. It suffices to say that the parties sent excessive volumes of piecemeal/unclear correspondence and queries over time, but variously failed to comply with directions. This resulted in further directions including those on 25 March 2025, 9 April 2025, 4 June 2025 and 18 June 2025. A planned case management hearing was cancelled because the Respondent was unable to attend remotely. The last of these directions gave the Respondent a final opportunity to produce case documents and the Applicant the final opportunity to produce adequate bundles, before a final hearing.
7. On 19 June 2025, a second application by the Applicant, which had been made in February 2025, was then referred to the judiciary. On the same day, further directions were given for both cases to be prepared and considered at the same time. Again, the breach of covenant application form had been used, and again this was treated as an application under section 27A of the 1985 Act. It was concerned with a further £200 spent on emergency roof work and a further £75 per month from 28 January 2025 as contributions towards a “sinking fund”.
8. Ultimately, the Respondent failed to comply with the directions. The Applicant did comply, producing adequate hearing bundles. At the hearing on 23 September 2025 at Hertford Shire Hall, the Applicant was represented by Mr Mackenzie. The Respondent attended and represented herself, with an interpreter provided by the tribunal.

2024 - roof repairs

9. The Applicant had produced the copy invoice dated October 2024 for £5,800 for scaffolding, removing hip tiles from the left side of the roof, replacing rotten battens and carrying out related roof repair works. They said the need for this work had been identified in the survey report obtained by the new leaseholder of Flat 31 when they purchased their property in 2022, the Applicant had carried out a consultation process and the hip tiles had slipped, risking injury.
10. Later in 2024, after the first application had been made, a new roof problem, above the kitchen in one of the flats, needed urgent repair at a

cost of £200. The Applicant produced a copy invoice dated December 2024 for this sum, for replacing damaged slates/tiles.

11. The Respondent had failed to produce a statement of case in respect of the corresponding service charges totalling £1,500 (as 25% of those costs) sought from her. The Respondent continued to send piecemeal correspondence attempting to ask questions which had already been addressed in directions or were further attempts to ask the tribunal to give legal advice (or the like), despite the repeated guidance and warnings given in the directions. The Applicant helpfully sought in their schedule/reply to summarise anything which might be relevant from these letters. Initially, letters suggested that the Respondent could not make payments, but later letters suggested she was able to make payments if they were due. The Respondent said that she could not work (it appears she has neck and shoulder limitations, her eyesight is diminished, and she has limited ability to speak or read English). It was also suggested that payment be deferred until the Respondent had sold her lease, but there was no answer to responses that the property had been on the market for a long time and appeared not currently to be on the market.
12. At the hearing, none of these matters were pursued. The Respondent said that she was happy to make payment. Her only challenge was that she had been asked to make payment to Mr Corbett, the leaseholder of No.31. She said that she had recently asked the Applicant why she should make payment to her neighbour, rather than the landlord company, but said her question had not been answered. She told us repeatedly and in precise detail, referring us to the relevant dates, that she thought it was wrong that some of the requests to make payments to Mr Corbett had been made before he was appointed company secretary.
13. Mr Mackenzie had already explained in his case documents that the Applicant could not open a bank account without full identification documents and details for all members (shareholders). The Respondent had refused to provide such documents when they had been requested earlier in the tribunal proceedings, saying she was concerned about identity fraud. Even if they were provided, we can see that it may be difficult to open a bank account for the Applicant, particularly in view of the name change noted above. At the hearing, the Applicant agreed to make payments to Mr Mackenzie, having previously paid him for her share of the buildings insurance (about on time for 2025/26 and late for the previous two years, the parties agreed).

Sinking/reserve fund

14. The Applicant had explained in their pre-action correspondence that they were concerned that the building would need substantial maintenance in the coming years. Amongst other things, they understood the entire roof needed to be replaced (patch repairs were not sufficient) and had obtained quotations between £34,000 and £55,000 for this. They had also been concerned about the window frames in Flat 33, which had

deteriorated to the extent that the Applicant could not paint the exterior of the frames, but the Respondent told us at the hearing that she had now replaced the frames so this may no longer be a concern.

15. The other three leaseholders had agreed that from January 2025 a sinking/reserve fund should be built up towards the likely potential costs of repairing the building. They had in effect agreed a figure of £3,600 per year. That would not build up enough, but would equate to £75 per month from the Respondent, so seemed to them an affordable way of mitigating the likely future bills for maintenance of the building.
16. Again, the Respondent failed to produce any statement of case and by the time of the hearing there was no dispute about these service charges save for the identity of the payee, which was agreed by the parties at the hearing. We agree that a reserve/sinking fund appears appropriate for the repair of the roof and this building and the requested sums are reasonable. In these proceedings, we could determine only payability of service charges for 2024 to 2026, but we observe that it seems sensible for reserve fund contributions to continue after 2026 if the Respondent has been unable to sell her lease by then.
17. The parties have agreed that payments can be made to Mr Mackenzie. As discussed with the parties, we cannot advise but of course any service charges paid to any person will be held by them on trust (see section 42 of the Landlord and Tenant Act 1987). In any event, but particularly if a fund of any substance is to be built up, this will be another reason for the Applicant to consider appointing a suitable managing agent to use their client account to hold such funds (and carry out appropriate safety and compliance checks for the building, for example). That would mean additional fees for the leaseholders to pay, but may give them some protection/reassurance and they may be able to find good managing agents for a reasonable price.

Tribunal fees

18. By rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal has discretion to make an order requiring a party to reimburse to any other party the whole or part of any fee paid by the other party.
19. The Applicant had paid a total of £447 in tribunal fees: £110 for each application and £227 for the hearing fee. The Respondent said she should not be ordered to reimburse these because a single application should have been made and she had asked the Applicant about payment to Mr Corbett but her question had not been answered.
20. The first application was made in August 2024, before the need for the urgent additional £200 repair was identified and before the Applicant had sought to agree their proposed sinking/reserve fund contributions with the leaseholders, so it was sensible to make the second application and seek to deal with all matters in the same hearing.

21. The Applicant had made substantial efforts to seek to agree the charges before resorting to applications to the tribunal, even to the extent of providing informal translations with their letters. The Respondent seemed to have attempted to fend them off, asking many piecemeal questions over time and making no apparent effort to pay anything to anyone or propose any solutions. Her question about the payee was raised only late in the process and was answered in the Applicant's case documents, but the Respondent did nothing about this until the hearing. The Respondent could not explain why the landlord could not direct her to make payment to a named person (when her lease appears to allow this). Nor could she explain why this could not be Mr Corbett, before or after he was appointed company secretary. She simply said at the hearing that she preferred to pay Mr Mackenzie and that was agreed. This is a leaseholder-run building. It seems the charges for the roof repair costs incurred (and to seek to mitigate the likely future bills for the building repair costs which will be incurred) ought to have been paid without any need for these proceedings.
22. Even if the impressions noted above are wrong, the Applicant has been entirely successful and will have incurred costs in addition to the tribunal fees, such as the costs of producing hard copy bundles for the Respondent and the tribunal. Accordingly, we consider that the Respondent should reimburse all the tribunal fees paid by the Applicant and we make an order to that effect above.

Notes

23. We cannot advise, but it may be in the Respondent's interests to take legal advice and seek to co-operate with the other leaseholders. For example, her home and her lease could be at risk from disrepair of the building or even forfeiture of her lease (as highlighted in the original directions) if payable service charges are not paid.
24. The Respondent may wish to take properly informed independent legal advice from Lease Advice (the Leasehold Advisory Service, www.lease-advice.org) or any of the other potential sources of advice repeated below. She should not expect free advisers to provide her with free translation services; other members of the Thai community have helped her with documents/interpretation during these proceedings and we hope they will continue to do so.
25. We have deliberately explained the background in some detail above so that the Respondent can show this decision to any potential advisers to help explain her circumstances. The Respondent said that Lease Advice and others had refused to help her, but seems to have had difficulty explaining that she is a leaseholder (albeit that she has a minority shareholding in the leaseholder-owned freeholder), or her circumstances, or focussing on what is relevant. We hope this might help avoid such misunderstandings in future.

Judge David Wyatt

30 September 2025

Rights of appeal

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.

General information and advice

Some potential sources of legal advice are listed below; others will be available.

Free advice

Local law centres www.lawcentres.org.uk

Citizens Advice www.citizensadvice.org.uk

The Leasehold Advisory Service www.lease-advice.org

Advice Now www.advicenow.org.uk

LawWorks www.LawWorks.org.uk

Shelter www.shelter.org.uk

Others

Solicitors www.lawsociety.org.uk

Barristers www.directaccessportal.co.uk

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