FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/26UH/LSC/2025/0664**
Property	**:**	**Block 1-26 Kilby Road, Stevenage SG1 2LT**
Applicants	**:**	**Jason Jarrah and 21 other leaseholders**
Representative	**:**	**Jason Jarrah**
Respondent	**:**	**Notting Hill Genesis**
Representative	**:**	**Tom Owen (Disputes and Consultation Manager, Notting Hill Genesis)**
Type of application	**:**	**For the determination of the reasonableness of and the liability to pay service charges**
Tribunal members	**:**	**Judge K. Saward** **Judge A. Holtom** **Mr R. Thomas, MRICS**
Date of hearing	**:**	**12 January 2026**
Date of decision	**:**	**20 January 2026**

DECISION AND REASONS

© CROWN COPYRIGHT 2026

Decisions of the Tribunal

(1) The Tribunal makes the determinations as set out under the various headings in this Decision (summarised in the Schedule at Appendix 3).

(2) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 ("the 1985 Act") so that none of the landlord's costs of the Tribunal proceedings may be passed to the Applicants through any service charge.

(3) The Tribunal makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") extinguishing any liability of the Applicants to pay any administration charges in respect of the litigation costs of this application insofar as they might otherwise have been payable under their lease.

(4) The Tribunal makes an order under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Rules") requiring the Respondents to pay the Applicants the sum of £341 within 28 days of this Decision, in reimbursement of all their Tribunal fees.

The application

1. The application seeks a determination pursuant to section 27A of the 1985 Act as to the amount of service charges payable by leaseholders of flats within a block at 1-26 Kilby Road, Stevenage ("the Property"). The application was made by Race Rocks Management Ltd on behalf of 22 of the 26 leaseholders within the Property.

2. The Respondent opposes the application, pointing out in the first instance that Race Rocks Management Ltd is not its tenant. Rather, it is the management company formed in 2016 when the residents of the block acquired the right to manage. The rest of the estate, including Flats 27-124 Kilby Road remains under the management of the Respondent.

3. The Respondent's name is given as Notting Hill Genesis. This is complete and correct as shown in the registered freehold title. The Respondent is a community benefit society.

4. Service charges are in dispute for the seven service charge years running from 2018 and for estimated service charges for the service charge year 2025/2026. The service charge year runs from 1st April in each year.

5. The Applicants also applied for Orders under section 20C of the 1985 Act and under paragraph 5A of schedule 11 of the Commonhold and

Leasehold Reform Act 2002 ("the 2002 Act") to prevent the Respondent from recovering the costs of these proceedings from the Applicants either through the service charge or against individual leaseholders directly.

6. The relevant legal provisions are set out in Appendix 2 to this Decision.

The hearing

7. A remote hearing was held as consented to by the parties. The form of remote hearing was CVP Video. Jason Jarrah appeared for the Applicant. He is a director of Race Rocks Management Ltd and is also a leaseholder of Flat 10. Matthew Clarke of Flat 12 sat alongside Mr Jarrah as an observer only. The Respondent was represented by Tom Owen, Disputes and Consultation Manager at Notting Hill Genesis. Mr Owen was assisted by Adriana Ciora, Senior Property Manager for the Respondent.

8. Prior to the hearing the Respondent provided a skeleton argument, along with a copy of the Upper Tribunal decision in ***Cain v London Borough of Islington*** [2015] UKUT 0117 (LC). Fully completed copies of the Scott Schedules in Word format followed from the Respondent, as directed by the Tribunal.

Procedural matters

9. At the start of the hearing the Tribunal addressed the Respondent's argument that Race Rocks Management Ltd does not have standing in these proceedings.

10. The names and addresses of the 22 leaseholders are provided in the application form. The Applicant's statement of case was accompanied by signed and dated consent forms from each of the individual leaseholders to participation in the proceedings and for Jason Jarrah (of the RTM company) to represent them. In light of this, the Tribunal queried if there was any reason why the RTM company should not be substituted as Applicant by the 22 leaseholders.

11. Mr Jarrah had no objection whatsoever. Mr Owen opposed any substitution of the Applicant on the grounds that: (a) the Respondent had not seen the consent forms, and (b) the Tribunal's directions of 24 September 2025 had identified Race Rocks Management Ltd as the Applicant, and the Applicant had not applied for the addition or substitution of the leaseholders.

12. After Judge Saward confirmed that she had been provided with copies of the consent forms, Mr Owen accepted that the consent forms exist but maintained his objection on the second point. However, the Tribunal's case management powers are ongoing. It is no impediment to the

exercise of the Tribunal's discretion that an order for the substitution of a party could have been made, or applied for, earlier.

13. In the circumstances, the Tribunal was satisfied that there was no prejudice to any party by replacing the RTM company as Applicant. The individual leaseholders had consented to being participants. It would be fair and just in line with the overriding objective to make an order. Therefore, in exercise of its powers under Rule 10 of the Tribunal Rules 2013, the Tribunal ordered that the 22 named leaseholders (as listed at Appendix 1) be substituted as Applicants in place of Race Rocks Management Ltd. The hearing proceeded on that basis.

The background

14. The Property which is the subject of this application is a five storeyed block of two bedroomed flats within a wider estate formed of other residential blocks of flats. The estate as a whole is referred to hereafter as "the estate".

15. 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.

16. Each Applicant holds a long lease of their flat. In 2016, the leaseholders of the Property invoked the Right to Manage and established Race Rocks Management Ltd as a RTM company. The company manages the block. There remain estate services provided by the Respondent landlord. The leaseholders must contribute towards those costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

The issues

17. At the start of the hearing, it was agreed that the relevant issues for determination are as follows:

    (i) whether the works are within the landlord's obligations under the lease;

    (ii) whether the costs of the works are reasonable, in particular in relation to the nature of the works, the contract price and the supervision and management fee;

    (iii) whether an order under section 20C of the 1985 Act and /or paragraph 5A of Schedule 11 to the 2002 Act should be made;

(iv) whether an order for reimbursement of application/hearing fees should be made.

The lease

18. A sample lease for Flat 5 has been provided. The lease is dated 5 January 2006. It commenced on 24 June 2006 for a term of 125 years.

19. At clause 3, the leaseholder covenants with the landlord to pay the service charge in accordance with clause 7. The service charge is defined to mean the specified proportion of the 'service provision' which is computed in accordance with clauses 7(4), (5) and (6). Amongst other provisions, clause 7 requires the service charge to be paid by equal payments in advance. The 'service provision' includes all expenditure reasonably incurred by the landlord in connection with the repair, management, maintenance and provision of services to the common parts of the estate (clause 7(5)).

20. Subject to the payment of the service charge, the landlord covenants with the leaseholder at clause 5(3)(c) to maintain, repair, redecorate, improve and renew, or procure the maintenance, repair, redecoration, improvement and renewal of the common parts of the estate. Such parts are defined in clause 1(2)(b)(ii) as the access, roadways and footpaths, forecourts and lighting (if any) so far as not adopted or within the curtilage of any plot on the estate. It also includes parking spaces, visitors parking spaces, cycle parking areas, the conducting media (as defined), hedges, trees and shrubs, communal gardens, landscaped areas or areas of the estate intended to be or capable of being enjoyed by the owners, tenants and occupiers of other premises on the estate.

21. Relevant provisions within the lease are identified below against the disputed service charges. References are not repeated where it is unnecessary to do so.

Findings

22. To avoid unnecessary repetition in our considerations that follow, we make the following points.

23. It was a recurring theme throughout the hearing that the Respondent proffered no evidence or explanation for disputed charges. Instead, reliance was placed on the argument that all service charges remained estimated as none of the accounts have been finalised since 2018. Mr Jarrah explained that this had been subject to ongoing complaint from leaseholders. Those complaints had reached stages 1 and 2. There has been attempted mediation and involvement of the local Member of Parliament. Despite these steps, the accounts have not been finalised.

24. From the Tribunal's perspective the lack of information from the Respondent has been most unsatisfactory and left us in an invidious position. The Tribunal's directions of 24 September 2025 could not have been clearer that the Respondent must provide "*copies of all relevant invoices relating to the matters disputed by the tenant(s) in the schedule, all relevant service charge demand(s), accounts, estimates and certificates, and any other documents (including any good quality colour plans and/or photographs, relevant contracts/extracts and evidence of market testing) upon which the landlord intends to rely.*" Yet, much of the documentation supplied was sparse or unclear. The Tribunal was repeatedly taken to the limited information secured by the leaseholders rather than evidence produced by the Respondent.

25. Mr Owen said that the Respondent had misinterpreted the Tribunal's direction. Brief comments were added to the Scott Schedules listing the disputed charges. If the Respondent believed that the Applicant was raising a payability point, a response was given without producing supporting documentation. This approach did not explain the extraordinary lack of information. Even where accounts are unfinalized, a landlord should be able to produce some supporting information. It could be invoices, payment records, contracts, service level agreements, job specifications or similar.

26. Mr Owen was plainly familiar with the provisions within section 19 of the 1985 Act. He acknowledged that under section 19(1), the Tribunal must not only be satisfied that a sum is payable under the lease but that it is also 'reasonably incurred' (section 19(1)(a)) and that the services or works are of a reasonable standard (section 19(1)(b)).

27. On this point, we make the important distinction with section 19(2), which applies where the service charge is payable before the relevant costs are incurred. Under section 19(2), the question for the Tribunal is whether the budgeted amount is 'reasonable'. This different provision applies to the disputed service charges for 2025/26, being the current service charge year.

28. Having heard evidence and submissions from the parties and considered all documents provided, the Tribunal has made determinations on the various issues as follows.

<u>Electronic estate gate - £3,474.00 (2018/19)</u>

29. The Respondent confirmed during the hearing that the estate has an open access. There is no gate. Even so, the Respondent still sought to rely upon *Cain v London Borough of Islington* by arguing that the leaseholders have admitted liability by paying service charges for several years without disputing this charge.

30. By virtue of section 27A(4)(a) of the 1985 Act, no application for the determination on liability to pay service charges may be made in respect of a matter which has been agreed or admitted by the tenant. However, a tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment (section 27A(5)).

31. In *Cain,* the Upper Tribunal upheld the decision of the First-tier Tribunal that the tenant was prevented from challenging the reasonableness of service charges more than 6 years later. This was in circumstances where the only explanation put forward for the delay in bringing proceedings was that the appellant did not have the material required to mount a challenge. It does not follow from the fact of a request for information being made that something is being challenged.

32. In reaching its decision, the Upper Tribunal considered the meaning and effect of section 27A(5). An agreement or admission may be express, or implied or inferred from the facts and circumstances. In either situation the agreement or admission must be clear, the finding being based upon the objectively ascertained intention of the tenant which may be express or implied or inferred from the conduct of the tenant. This will usually be an act or a series of acts or inaction in the face of specific circumstances or even inaction over a long period of time, or a combination of the two. [14]

33. The making of a single payment on its own, or without more, will never be sufficient for a tenant to be taken to have agreed or admitted a charge. There must always be other circumstances from which agreement or admission can be implied or inferred. And those circumstances may be a series of unqualified payments over a period of time which, depending upon the circumstances, could be quite short, it always being a question of fact and degree in every case. [17]

34. As set out in *Cain* [25], the question is whether there are any facts and circumstances from which the Tribunal could properly find that the Applicant had admitted the service charge item. In this case, the application to the Tribunal is dated 2 June 2025. The precise date that the disputed 2018/19 service charge item was paid is unclear. The Respondent says the charges were paid in full “at the time”. There are no specified time limits for an application to be made to the Tribunal for a determination under section 27A of the 1985 Act. Clearly there has been a long delay in bringing the application in respect of this item.

35. The Respondent argues that the item should have been disputed earlier and that it is not reasonable to expect a landlord to keep extensive records of job sheets. Nevertheless, it is undisputed that the leaseholders have been complaining about the service charges for a very long time. This alone would not suffice to make a finding in favour of the Applicants. Notably, upon the evidence before us an electronic gate to the estate simply did not exist. There can be no justification for the

charge in these circumstances. We do not infer that the Applicants agreed to pay for this service charge item. The item is **disallowed**.

<u>Management fees - £5,720.00 (2019/20), £21,450.00 (2021/22), £21,450.00 (2022/23), £20,121.92 (2023/24), £20,121.92 (2024/25), £20,121,92 (2025/26)</u>

36. The RTM company has taken over management responsibility for the block. Provision remains within the lease at clause 7(5) for management fees incurred by the landlord to be recoverable from the leaseholders for the management of the common parts of the wider estate.

37. Mr Jarrah submitted at the hearing that he had erroneously argued for £3,900 for each service charge year in the Scott Schedules (equating to £150 per flat). He is unrepresented and had intended to seek £100 per flat. As it is, the Respondent submitted that the apportionment per flat was around £100 per flat, which it believes to be reasonable.

38. Given the consensus between the parties, we **allow £100 per flat.**

<u>Audit fees – (?) 2019/20, £210.00 (2021/22), £210.00 (2022/23), £235.00 (2023/24), £265.00 (2024/25), £278.00 (2025/26)</u>

39. No figure is given for audit fees in 2019/20, and audit fees are not identified as disputed for 2020/21.

40. Owing to its responsibility for the estate management, the Respondent considers it reasonable that an audit fee is payable. Provision exists within the lease at clause 7(5)(c) for all reasonable fees, charges and expenses payable to an accountant to be recovered through the service charge. However, no evidence has been provided that sums have actually been incurred. Therefore, the Tribunal cannot be satisfied that the audit fees charged for 2019/20, 2021/22, 2022/23, 2023/24 and 2024/25 were reasonably incurred. We **disallow** the audit charges in those years.

41. The Applicants **conceded** that it is reasonable to budget £278 for audit fees in the current year and withdrew this item for service charge year 2025/26.

<u>Estate pf amount - £37,660.25 (2020/21)</u>

42. The Respondent could not identify what this charge was for and conceded that it is not payable. The item is **disallowed**.

Insurance - £27,224.03 (2020/21), £17,360.00 (2021/22), £17,360.00 (2022/23), £12,400.00 (2023/24), £42,160.00 (2024/25), £42,160.00 (2025/26)

43. At the hearing the Respondent conceded that these insurance charges were not payable by leaseholders of this block. They are **disallowed**.

Examination fee - £1,502.46 (2020/21) and £? (2022/23)

44. The Respondent submits that this charge is for the audit of the accounts of the estate. Accountants' services are required to examine the year end accounts. However, the accounts have not been finalised and there is simply insufficient evidence that any such charges have been incurred. Mr Owen suggested this was because the Applicants had only raised a payability point. That is not wholly correct. The Applicants had flagged that they were unclear what the sum is for because the block maintenance is charged through the RTM company.

45. The Tribunal cannot be satisfied on the information presented that £1,502.46 for 2020/21 has been reasonably incurred.

46. The Respondent conceded that the unidentified amount of examination fee for 2022/23 is a duplicate of the audit fee for the same year. Even if that were not so, there is no evidence it has been incurred.

47. The charges are **disallowed**.

Electricity - £20,365.63 (2023/24), £23,000.00 (2024/25), £23,000.00 (2025/26)

48. The Property block has its own metered electricity supply. Mr Jarrah accepted that the estate must be lit. There is also a plant room which the Respondent says serves the whole estate. Mr Jarrah asked for the bills, but they were not supplied. Given the amounts, the Applicants challenge whether the Respondent has added both block and estate costs together. Mr Owen could not be clear that the sums were for estate costs only, excluding the blocks. He said that was why they remained as estimates.

49. Clauses 5(3)(c) and 1(2)(b)(ii) of the lease provide for a contribution towards the costs of lighting the common parts of the estate (if not adopted) to be recoverable through the service charge. There is no evidence before us that any lit estate roads/paths are adopted highway.

50. The Respondent may well be willing to provide invoices in the "coming months", but the Tribunal has a decision to make now. It is impossible for us to identify what sums have been reasonably incurred in the absence of supporting information. Electricity charges must have been

paid, but there are no invoices before us. It does not suffice that the costs will be confirmed once the accounts are finalised. The Respondent cannot rely upon its own failure to finalise the accounts as justification. We cannot guess the amounts, particularly given the scale of the site. It leads us to conclude that we cannot be satisfied that the sums charged for 2023/24 and 2024/25 have been reasonably incurred. We **disallow** those charges accordingly.

51. It is undisputed that it is reasonable to budget for estate electricity. For 2025/26, Mr Jarrah considered the sum of £1,500 to be reasonable for the Property, being a sum comparable for electricity paid on a business tariff for the Property block. Mr Owen considered this sum too low. We prefer the Applicant's argument as the Respondent provided nothing by way of comparison to assist us. In our judgement, and in the absence of contrary evidence, an estimated figure of **£1,500.00 for the Property block is reasonable for 2025/26.**

<u>Gardening - £28,556.70 (2023/24), £29,000.00 (2024/25), £25,452.00 (2025/26)</u>

52. The Applicants challenge the quality and frequency of communal gardening undertaken. Photographs are supplied that were taken in December 2025 to show the extent of overgrowth. They include images of overhanging trees, moss, dead grass, weeds, un-swept leaves and overgrown shrubs. Of course, these were taken at one of the worst times of year for gardening and they do not illustrate the position in previous service charge years.

53. The Applicants also produced a grounds maintenance report, but this is from 2016. There is no direct evidence for service charge years 2023/24 or 2024/25. The Respondent believes the estate gardening to be undertaken to a reasonable standard.

54. Despite the Applicants' complaints, the sum of £25,000.00 was advanced as reasonably payable. Mr Jarrah suggested he had made an error. However, it strikes the Tribunal as a realistic amount for the first two disputed years given the size of the estate and number of trees serving 198 flats. It would equate to around £126 per flat.

55. The Tribunal determines that the amount payable for gardening in respect of **service charge years 2023/24 is £25,000.00. We reach the same conclusion for** and 2024/25 in the absence of evidence of improvements or other justification.

56. Allowing for an inflationary increase, we consider that the estimated sum of £25,452.00 is reasonable for 2025/26. This charge is **allowed in full**.

Estate maintenance - £2,000.00 (2023/24), £15,000.00 (2024/25), £5,500.00 (2025/26)

57. The Respondent states that this item is for works needed to maintain the external parts of the estate, such as the children's play area and pavement repairs. No evidence of any works or repairs in estate maintenance has been supplied. Mr Owen said that he did not have an exhaustive list of repairs and was unable to identify any maintenance undertaken. No invoices are supplied.

58. The Tribunal cannot be satisfied that any sums were incurred resulting in a finding that **£0 is payable for estate maintenance in 2023/24 and 2024/25.**

59. **The Applicants accepted that £5,500.00 is a reasonable estimate for the current service charge year 2025/26 and withdrew the application for this item.**

Bulk refuse - £5,000.00 (2023/24), £5,800.00 (2024/25), £2,849.00 (2025/26)

60. This item is intended to cover the costs of removing bulky items left on the communal parts of the estate that cannot be attributed to a specific block. The Tribunal has no means of knowing if any sums have been incurred for this item in 2023/24 and 2024/25 in the absence of any evidence supplied. Accordingly, **the sums of £5,000.00 and £5,800.00 are disallowed.**

61. In terms of the current service charge year, the Tribunal agrees with the Respondent that it is reasonable to budget for fly-tipping on the wider estate. We do not concur with the Applicants that any bulky items would only be deposited within the Property's allocated bin store. Fly-tipping can occur anywhere. For 2025/26 a lower sum than the previous 2 years is budgeted at **£2,849.00. This sum is reasonable and allowed.**

Cleaning £7,482.72 (2023/24), £4,000.00 (2024/25), £5,450.00 (2025/26)

62. The Respondent referred to the Applicants not providing alternative quotes for the works. The Tribunal's directions of 24 September 2025 required the Applicants to produce "copies of *any* [emphasis added] alternative quotes…". If the Applicants did not already have alternative quotes for previous years, they could not produce them. The point is somewhat academic if works were not undertaken.

63. On the other hand, the Respondent was directed to provide copies of all relevant invoices relating to the matters disputed. They have not been supplied. The basis of the Applicants' grievance for 2023/24 is the extent

of increase for cleaning costs compared with previously. In their Scott Schedule for 2023/24 the Applicants accepted that £3,000.00 was reasonable. There is no evidence supplied to justify any amount above that sum. The Tribunal allows **£3,000.00 as payable for 2023/24.**

64. The Respondent identified this item as external cleaning at estate level, including roads and footpaths. The purchase orders to which the Tribunal was referred for 2024/25 are for 'external cleaning' at different numbered "Lots". Without clarification, it cannot be gleaned where the lot is, or what type of cleaning was undertaken for the Tribunal to be satisfied that such costs were reasonably incurred against this item. No sum is agreed by the Applicants. The Tribunal is not satisfied that adequate evidence has been produced to show that £4,000.00 has been reasonably incurred. **For service charge year 2024/25 no sum is allowed.**

65. For 2025/26 the sum of £5,450.00 is estimated. This sum is not broadly in line with previous years, as Mr Owen suggested. It is a significant increase upon the £4,000.00 charged for 2024/25, and for which insufficient evidence is supplied. The Applicants accept £3,000.00 as reasonable. Without evidence to the contrary to indicate that more should reasonably be budgeted, the Tribunal finds that **£3,000.00 is reasonable for 2025/26.**

Mansafe systems maintenance contract - £656.42 (2024/25), £690.00 (2025/26)

66. The Respondent conceded that this item is not payable to the landlord by the leaseholders of the Property. **The sums are disallowed.**

Day-to-day repairs - £4,000.00 (2024/25), £4,200.00 (2025/26)

67. The Respondent conceded that this item is not payable to the landlord by the leaseholders of the Property. **The sums are disallowed**.

Fire safety maintenance- £1,200.00 (2024/25), £1,260.00 (2025/26)

68. The Respondent conceded that this item is not payable to the landlord by the leaseholders of the Property. **The sums are disallowed.**

Building safety - £9,720.00 (2024/25), £10,206.00 (2025/26)

69. The Respondent conceded that this item is not payable to the landlord by the leaseholders of the Property. **The sums are disallowed**.

Water (estate cost) - £18,870.00 (2025/26)

70. There was a long and convoluted discussion on this item at the hearing. The upshot was that the Respondent conceded that this sum is too high. It was agreed that the amount should not include block water charges to the Property, as the right to manage has been invoked. The block for Flats 1 to 26 has a separate water supply.

71. However, this item includes water charges that may be incurred which would be divisible across the whole estate. Mr Owen estimated that £500.00 should be budgeted for the Property. The Tribunal accepts that it is likely that water will be consumed across the wider estate for which the Applicants may have liability. As an estimated cost, the sum of **£500.00 is reasonable** for the block for Flats 1 to 26.

Application under section 20C, paragraph 5A and refund of fees

72. The Applicants applied for orders under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act. The Respondent stated that no external legal costs had been incurred. While they potentially could, the Respondent does not intend to pass on any charges from these proceedings to the leaseholders. For these reasons, the applications were unopposed. Nevertheless, taking into account the findings above, the Tribunal determines that it is just and equitable for the orders to be made. In consequence, no costs incurred in connection with the proceedings before the Tribunal can be passed onto the Applicants through the service charge or by way of an administration charge.

73. In the interests of goodwill, Mr Owen confirmed that the Respondent does not oppose the application for recovery of Tribunal fees totalling £341 (£114 application fee and £227 hearing fee). The Tribunal finds it fair and just to award the Applicants the recovery of their Tribunal fees.

Name:	**Judge K. Saward**	**Date:**	20 January 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 (Lands Chamber).

Appendix 1 - list of Applicants

Leaseholder/s	Flat No.
Ali Arab	1
Thomas Marshall	2
Christian Gugolz	3
Amy Qvlehix	4
Alan Quin	5
Aiktum Qyermoele	6
Toni Cable	7
Beckett Frith/James Waumsley	8
Mihai Lupsa	9
Jason Jarrah	10
Dwijen Shilu	11
Matthew Clarke	12
Joyce Drammeh	13
Siva Bathina	14
Monika Frodymno	15
Kevin Cox	17
Anna Matveeva	18
Trudy Brimicombe	19
Kimberley Morrissey	20
Jane Sully/John Basham	22
Wilberfor Oware	23
Benjamin Xie	24

Appendix 2 - relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
   (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
   (b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -
   (a) "costs" includes overheads, and
   (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
   (a) only to the extent that they are reasonably incurred, and
   (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

   and the amount payable shall be limited accordingly.

(2) 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 charges or otherwise.

Section 27A

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to-
   (a) the person by whom it is payable,
   (b) the person to whom it is payable,
   (c) the amount which is payable,
   (d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
(a) the person by whom it would be payable,
(b) the person to whom it would be payable,
(c) the amount which would be payable,
(d) the date at or by which it would be payable, and
(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20C

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
...
(aa) in the case of proceedings before a residential property tribunal, to that tribunal;
(b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
...

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
 (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
 (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
 (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
 (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

…

(3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—
 (a) specified in his lease, nor
 (b) calculated in accordance with a formula specified in his lease.

…

Schedule 11, paragraph 5A

(1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.

(2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.

(3) In this paragraph—
(a) "litigation costs" means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and
(b) "the relevant court or tribunal" means the court or tribunal mentioned in the table in relation to those proceedings.
[The table includes the First-tier Tribunal]

Appendix 3

SCHEDULE OF DISPUTED SERVICE CHARGES

Case Reference: CAM/26UH/LSC/2025/0664 Premises: 1-26 Kilby Road, Stevenage

Service charge year 2018/19

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Electronic gate	£3474.00	Not found	Disallow

Service charge year 2019/20

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Management fee	£5,720.00	Agreed at £100 per flat	Allow £100 per flat
Audit fee	?	R's evidence is inadequate	Disallow - nil

Service charge year 2020/21

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Estate pf amount	£37,660.25	R conceded	Disallow - nil
Insurance	£27,224.03	R conceded	Disallow - nil
Examination fee	£1502.46	R's evidence is inadequate	Disallow - nil

Service charge year 2021/22

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Insurance	£17,360.00	R conceded	Disallow
Management fee	£21,450.00	Agreed at £100 per flat	Allow £100 per flat
Audit fees	£210.00	R's evidence is inadequate	Disallow

Service charge year 2022/23

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Insurance	£17,360.00	R conceded	Disallow
Management fee	£21,450.00	Agreed at £100 per flat	Allow £100 per flat
Audit fees	£210.00	R's evidence is inadequate	Disallow
Examination fee	£?	R conceded as a duplicate charge	Disallow

Service charge year 2023/24

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Insurance	£12,400.00	Conceded	Disallow
Management fee	£20,121.92	Agreed at £100 per flat	Allow £100 per flat
Audit fees	£235.00	R's evidence is inadequate	Disallow
Electricity	£20,365.63	R's evidence is inadequate	Disallow
Gardening	£28,556.70	Found in part	Allow £25,000.00
Estate maintenance	£2,000.00	R's evidence is inadequate	Disallow

Bulk refuse	£5,000.00	R's evidence is inadequate	Disallow
Cleaning	£7,482.72	Found in part	Allow £3,000.00

Service charge year 2024/25

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Insurance	£42,160.00	Conceded	Disallow - nil
Mansafe systems maintenance contract	£656.42	Conceded	Disallow - nil
DTD repairs	£4,000.00	Conceded	Disallow - nil
Fire safety maintenance	£1,200.00	Conceded	Disallow - nil
Building safety	£9,720.00	Conceded	Disallow - nil
Management fee	£20,121.92	Agreed at £100 per flat	Allow £100 per flat
Audit fees	£265.00	R's evidence is inadequate	Disallow - nil
Electricity	£23,000.00	R's evidence is inadequate	Disallow - nil
Bulk refuse	£5,800.00	R's evidence is inadequate	Disallow - nil
Cleaning	£4,000.00	R's evidence is inadequate	Disallow - nil
Gardening	£29,000.00	Found in part	Allow £25,000.00
Estate maintenance	£15,000.00	R's evidence is inadequate	Disallow - nil

Service charge year 2025/26

ITEM	COST	TRIBUNAL COMMENTS	TRIBUNAL FINDING
Insurance	£42,160.00	R conceded	Disallow - nil
Mansafe systems maintenance contract	£690.00	R conceded	Disallow - nil
DTD repairs	£4,200.00	R conceded	Disallow - nil
Fire safety maintenance	£1,260.00	R conceded	Disallow - nil
Building safety	£10,206.00	R conceded	Disallow - nil
Water – estate cost	£18,870.00	R conceded in part	Allow in part. Allow £500.00 for Flats 1-26
Management fee	£20,121.92	Agreed at £100 per flat	Agreed at £100 per flat
Audit fee	£278.00	A conceded	Withdrawn
Electricity	£23,000.00	Found in part	Allow £1,500 for Flats 1-26
Bulk refuse	£2,849.00	Found	Allow in full
Cleaning	£5,450.00	Found	Allow in full
Gardening	£25,452.00	Found	Allow in full
Estate maintenance	£5,500.00	A conceded	Withdrawn