



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

Case reference : LON/00AU/LSC/2024/0621

Property : 3 Dolphin Court, 42 Carleton Road, N7
0ER

Applicant : Ms Taryn Hill

Representative : None

Respondent : El-Gamal & Co Ltd.

Representative : JB Leitch

Type of application : Determination of the liability to pay
service charges under section 27A of the
Landlord and Tenant Act 1985

Tribunal members : Mr R Waterhouse FRICS
Mr S Wheeler MCIEH CEnvH

Venue : Alfred Place London WC1E 7LR

**Date of hearing/
decision** : 23 January 2026/ 03 February 2026

DECISION

Decisions of the Tribunal

(1) The Tribunal determines the following service charges are payable by the Applicant.

1.

Charge	2021 £	2022 £
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Electricity	28.75	24.59
Insurance	191.93	218.27
Cleaning	83.11	144.76
Gutter drains	0	0
Gardening	50.00	234.20
Refuse removal	10.50	10.50
Repairs and maintenance	82.39	462.75
Tree reduction	0	590.25
Health and Safety	0	63.75
Legal/Professional	0	0
Out of hours	70.63	72.00
Total	£517.31	£1821.07
10% service charge (Management)	£51.73	£182.10

(2) The Tribunal makes an order under the Landlord and Tenant Act 1985 section 20C and the Commonhold and Leasehold Reform Act 2002 paragraph 5A Schedule 11

Background

2. The Applicant made an application dated 18 September 2025, for determination of liability to pay and reasonableness of service charges for the subject property for years 2021 and 2022. The value in dispute is £3401.28. The service charge year is 1 January to 31 December [51/425].
3. The Applicant further seeks orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
4. Directions were given on 10 September 2025. The landlord required to disclose to the tenant all relevant service charge accounts and estimates for the years 2021 and 2022 together with all demands for payment of service charges and details of any payments made. The hearing set down for 23 January 2026.

Preliminary matters

5. The Tribunal was presented with two bundles one from the Applicant of 425 pages and one from the Respondent of 261 pages. Additionally, the Respondent supplied a skeleton argument with a bundle of authorities, the Applicant similarly.
6. The Respondent objected to the Applicants Bundle on the basis that it contained material that they contended they had not had an

opportunity to respond to. Also, that the Applicant Bundle was not agreed and that it omitted several key documents. The Respondent also asserted they had not received a copy of the Applicants skeleton argument. Upon investigation it was found that the Applicant's skeleton argument had been emailed to the Respondent counsel's instructing solicitors.

7. The Tribunal took a short adjournment to consider the issues. The Tribunal determined, mindful of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and Practice Directions Rule 3. The Tribunal determined that it would have reference to both bundles and both skeleton arguments and should particular issue arise over a particular document then that would be explored at the time.
8. Additionally, the Respondent contended that the Applicant had included in their Bundle a report. That the inclusion of such had not complied with the Directions dated 10 September 2025 paragraph 7 "If any party wishes to rely on expert evidence, they must apply to the tribunal for permission to do so". The Respondent contended the subject report did not contain the appropriate wording to show that the report writer has a primary duty to the Tribunal as an expert.
9. The Respondent also noted that the subject report [89/425] dated December 2023 was composed sometime after the subject service years and that the author was not present in the tribunal and so could not be subject to examination. The Tribunal identified a second report from the same author within the Applicant's Bundle. The Respondent contended that their contentions in respect of the first Expert report applied to the second also. The Respondent said should the tribunal accept the report, then the weight attributed to it should be little because of the concerns noted. The Applicant said the reports were of value and should be admitted. The Tribunal determined that it would allow these documents but attribute weight to them proportionate to the issues raised by the Respondent.

The Property

10. Parties agreed that the subject property is in a one-bedroom flat, flat 3, within a block of 8 flats. [6/425]. The development has carparking at the front of the building and a garden area to the rear of the building. All flats within the block are accessed by the communal front door leading to a hallway and communal internal stairwell. [47/425].

The Lease copies

11. The Applicant provided a copy of the lease within their Bundle marked draft and asserted this was the copy held by the Land Registry. The Respondent in their skeleton noted that in their view the copy marked

draft with the Land Registry was an error and that they were seeking to substitute the lease not marked draft with that in the Land Registry. The parties agreed however that the provisions in both leases concerning the apportionment of service and the service provisions were essentially the same. The Tribunal for the sake of the record made a finding that the copy held at the Land Registry was preferred as this had the guarantee of the Land Registry.

Lease extracts

12. The lease provides;

“The Lessee further hereby covenants with the Lessor and (to the intent that the covenants in this clause contained may ensure for the benefit of the other flats comprised in 42 Carleton Road and as a separate covenant with the owners and Lessees of the other flats in 42 Carleton Road...will at all times hereafter during the terms hereby granted...”

“Contribute and pay one eighth of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto.”

“Repay to the Lessor on demand all costs and expenses properly incurred by the Lessor under the provision of Clause 4 (h)(v) hereof together with interest thereon at the rate of one per cent above the Bank Rate for the time being in force calculated from the date of demand until date of actual payment”.

Fourth Schedule clause 1 refers to the management fee.

Clause 1 (b)

Insurance

“YIELDING and PAYING therefor during the said term the rents following namely:....

From time to time by way of additional rent a sum or sums of money equal to one eighth of the amount which the Lessor may expend in effecting or maintaining the insurance of 42 Carleton road against loss or damage by fire and such other risks including loss of rent as the Lessor may in its discretion think fit and to be paid without any deduction within fourteen days of demand being made being made therefore by the

The Issues

Where the service charges procedurally lawfully demand?

13. The application [14/425] states the breakdown of the service charges for years ending 31 December 2021 and 2022 was provided to them only on the 27 March 2024. The Applicant contends that service charges demanded in excess of 18 months from the date the expense is incurred are not payable.
14. The Respondent guided the Tribunal to copies of section 20b letters for the service charge year ending 31/12/2021 [106/261] and service year ending 31/12/2022 [100/261] dated 29 June 2023 and 26 June 2023 respectively. These letters the Respondent contended permitted the Respondent to indicate the forthcoming service charge without formally making a demand. Such a letter the Respondent contended negated the 18-month rule under section 20 b.
15. The Applicant asserted they had never received the letters but gave no indication why this may be the case.
16. In the absence of any evidence or submission on why the letter may not have reached to applicant shortly after posting, the Tribunal determines on balance they were received by the Applicant.
17. The section 20b letters contain an attachment marked draft that show the exact cost of each item. These show in the actual service demands eventually demanded other than in the year ending 31/12/2021. In that year the attachment included the item of for electricity which is shown in draft as £230 but in the service demand when made showed £330.
18. For year ending 31 December 2021, the service charge demand, dated 25 March 2024 [158/425], was £ 1007.20, accompanied by the statutory notice of “rights and obligations”.
19. For year ending 31 December 2022, the service charge demand, dated 25 March 2024 [161/425], £2394.08 accompanied by the statutory notice of “rights and obligations”.
20. The Tribunal considers the date of each service charge items in comparison with the section 20b notice. The Respondent contends that the section 20b letters are a little after the 18 months from the start of the requisite service charge year but that no service charge demands fell outside the 18-month period and so all are lawfully demanded under the sec 20 b provision. The Applicant did not take issue with this statement.
21. The Tribunal finds the section 20B notices are valid and so the service charge items in the years ending 31 December 2021 and 2022 are correctly demanded and the Tribunal may make determinations under section 27A Landlord and Tenant Act 1985.

Apportionment one eighth or 12.5% of 10%.

22. The Applicant contended the correct interpretation of the lease was that 10% of the costs incurred. The Respondent contended the appropriate apportionment was 12.5%.

23. The Tribunal made reference to the lease.

“The Lessee further hereby covenants with the Lessor and (to the intent that the covenants in this clause contained may ensure for the benefit of the other flats comprised in 42 Carleton Road and as a separate covenant with the owners and Lessees of the other flats in 42 Carleton Road...will at all times hereafter during the terms hereby granted...”

“Contribute and pay one eighth of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto.”

“ b from time to time by way of additional rent a sum or sums of money equal to one eighth of the amount which the Lessor may expend in effecting or maintaining the insurance.”

24. The Tribunal found, the 10 percent apportionment relates to the calculation of the management fee. The Fourth Schedule consists of:

1. Including a ten percent management fee the expenses of maintaining repairing redecorating and renewing

(a) All main structures and particularly the roofs walls chimneys stacks gutters and rainwater pipes of 42 Carleton Road

(b) The water pipes boilers drains and electric cables wires and apparatus in under or upon 42 Carleton Road and enjoyed or used by the Lessee in common with the owners and lessees of the other flats in 42 Carleton Road

(c) The main entrance passages landings and staircases of 42 Carleton Road so enjoyed or used by the Lessee in common as aforesaid and

(d) The boundary walls fences parking space and pathways of 42 Carleton Road.

25. The Tribunal makes a finding that the lease provides that the leaseholder of Flat 3 is liable for one eighth of the service charge expenditure.

Service Charge year items

26. The Tribunal heard submissions on the payability of the individual items, and the reasonableness of the item
27. The Respondent contends that the Applicant has failed to produce any real evidence that any of these charges is unreasonable. The Respondent cited the Upper Tribunal in *Wynne v Yates* [2021] UKUT 278 (LC) at [11], 'the tenant cannot simply put the landlord to proof; her or she must produce some evidence of unreasonableness before the landlord can be required to prove reasonableness'.

Electricity: year ending 31 December 2021

28. The Applicant did not contest the lawfulness of the electricity, but the challenge was on the ground of reasonableness.
29. The Applicant challenges the electricity item of the service charge the amount being £41.37. The Applicant contends that £10.00 is the correct figure.
30. The Tribunal notes the section 20b notice refers to a cost across the whole building was £230.00 rather than the £330.00 referred to in the service charge demand.
31. The Tribunal explored what the communal electricity was used for. The Applicant noted there was one external light on the building which came on and off when approached. Internally each hallway that is the ground, first, second and third, four in total had lighting. There was also one set of double sockets on the ground floor. The double sockets on the ground floor were used for the cleaners. Additionally, it was alleged that when work was carried out to one of the four flats let by the Director of the Freehold company the contractors used electricity from the double socket. There was no independent evidence to substantiate this.
32. The Applicant had undertaken a calculation based on suggested usage excluding the assumed usage by the alleged use by the contractors. This calculation resulted in a suggested figure which translated to £10 per year for the Applicants share.
33. The Respondent took the Tribunal to electricity bills from the supplier SSE which supported the figure demanded in the service demand of

2021 and 2022. The Tribunal finds that the electricity usage properly forms part of the service charge, should part of the use be incurred illegally then the remedy for that falls outside the issue of service charge.

34. The Tribunal for the year ending 31 December 2021 finds the amount in the section 20 b notice was £230.00 rather than the £330.00 which was eventually charged. The Tribunal finds the amount limited to the £230.00 provided for in the section 20b notice. The Applicants share being one eighth and so the Tribunal determines £28.75.

Electricity: year ending 31 December 2022

35. The Applicant and Respondent's contentions are the same as the year ending 31 December 2022, save as to the figure. Applicant challenges the electricity item of the service charge the amount being £24.57. The Applicant contends that £10.00 is the correct figure.
36. The Tribunal finds that service charge is reasonable given the use the communal electricity has been put and this is recorded within the SSE metering. Concerns on alleged draws on the electricity do not form part of the Tribunal's jurisdiction, the Applicant may consider other legal remedies.
37. The Tribunal finds the amount limited to the £197.00 provided for in the section 20b notice. The Applicants share being one eighth and so the Tribunal determines £24.62.

Insurance year ending 31 December 2021

38. The Applicant does not challenge the lawfulness of a service charge in respect of insurance but challenges the amount of the cost asserting there was no evidence that the insurance had been taken out, that they had not received any copies of insurance documents to substantiate the existence of the insurance.
39. The Respondent drew the Tribunal's attention to the invoice for insurance in the service charge year ending 31 December 2021. Applicant challenges the insurance item of the service charge the amount being £ 191.93.
40. The Applicant did not have alternative quotes for insurance.
41. The Tribunal finds that insurance was in place and that in the absence of alternative quotes that the amount charged is reasonable, £191.93 is payable.

Insurance: service year ending 31 December 2022

42. The Applicant does not challenge the lawfulness of a service charge in respect of insurance but challenges the amount of the cost asserting there was no evidence that the insurance had been taken out, that they had not received any copies of insurance documents to substantiate the existence of the insurance.
43. The Respondent drew the Tribunal's attention to the invoice for insurance in the service charge year ending 31 December 2022. applicant challenges the insurance item of the service charge the amount being £218.27.
44. The Applicant did not have alternative quotes for insurance.
45. The Tribunal finds that insurance was in place and that in the absence of alternative quotes that the amount charged is reasonable, £218.97 is payable.

Cleaning: service charge year ending 31 December 2021

46. The Applicant does not challenge the lawfulness of a service charge in respect of cleaning.
47. The Applicant challenges cost of cleaning given the frequency of the cleaning in the service charge year ending 31 December 2021. The areas cleaned are the landings and stairs within the property. The cleaning item of the service charge the amount being £83.11.
48. The Respondent drew the Tribunals attention to the relevant invoices and says contends they are reasonable.
49. The Applicant said in the subject service charge year the frequency of cleaning was around monthly. No specific evidence in the form of photographs or alternative quotes were provided to show the level of cleaning had resulted in a below standard outcome.
50. The Tribunal finds in the absence of substantiated challenge reasonable and determines £83.11 is payable.

Cleaning: service charge year ending 31 December 2022

51. The Applicant does not challenge the lawfulness of a service charge in respect of cleaning.
52. The Applicant challenges reasonableness of the cost of cleaning in the service charge year ending 31 December 2022. The areas cleaned are

the landings and stairs within the property. The cleaning item of the service charges the amount being £144.76.

53. The Applicant concedes that the frequency of cleaning in the service charge year ending 31 December 2022 was increased over that of the previous year.
54. The Respondent drew the Tribunal's attention to invoices and says it is reasonable.
55. The Applicant made no reference to specific evidence in the form of photographs or alternative quotes.
56. The Tribunal finds in the absence of substantiated challenge reasonable and determines £144.76 is payable.

Gardening: service charge year ending 31 December 2021

57. The Applicant does not challenge the lawfulness of a service charge in respect of gardening.
58. Applicant challenges the reasonableness of the gardening item of the service charge the amount being £ 115.38. Specifically referring the Tribunal to a number of photographs. In particular [103/425] which shows grass to the level of several feet.
59. The Respondent contends that the photograph was undated and may refer to the COVID lockdown period.
60. The Tribunal considers that during certain stages of lockdown potentially gardening was not permitted. The Tribunal finds on balance the photograph comes from a COVID period and is within the service charge year of ending 31 December 2021 and considers that the height the grass reached indicates a lack of gardening for a period of several months.
61. The Tribunal finds that the quality of, and extent of the gardening given the length of the grass, does not warrant a cost of £115.38. The Tribunal determines that £50.00 is reasonable given the evidenced state of the garden during the service charge year.

Gardening: service charge year ending 31 December 2022.

62. The Applicant does not challenge the lawfulness of a service charge in respect of gardening.

63. Applicant challenges the reasonableness of the gardening item of the service charge the amount being £1874 collectively that is £234.20 individually. The Applicant described the gardening in the year ending 31 December 2022 as sporadic.
64. The Respondent contended that the Applicant had not provided evidence that the gardening had been either done to a below standard level or alternative quotes that indicated the cost was unreasonable.
65. The Tribunal finds in the absence of evidence that the sum charged for gardening is payable and determines £234.20.

Refuse: service charge year ending 31 December 2021

66. The Applicant explained that each of the eight flats had 2 standard bins each, one for general waste and one for recycling. The challenge is not in respect of these, but it centres on the debris left in the bin area and surrounding area. The Applicant alleges that of the eight flats in the block four are owned by the Director of the freeholder and these are tenanted. Further that the nature of the occupancy is such that turnover of occupants is higher than owner occupier residents and when a tenant leaves the old furniture including mattresses are discarded in the bin area. It is the cost of the removal of these items that is challenged.
67. The Respondent contended there was no proof the debris emanated from any particular property. Additionally, that the site had been subject to fly tipping and this increased the uncertainty of the source of the material.
68. The Tribunal considered the lease [126/425] the Fourth schedule at 2 states “ *So far as practicable keeping clean and reasonably lighted the passages landings staircases and other parts of 42 Carleton Road so enjoyed or used by the Lessee in common as aforesaid.*”
69. The Tribunal finds that these activities are covered by the lease and recoverable. The Tribunal does not make a finding on the source of the debris; there is insufficient evidence to do so. The lease provides that the cost of removal of this debris is a lawful activity that may be charged for under the service charge. No alternative costs have been provided. The Applicant’s concern over the source of the material is not matter for the Tribunal’s jurisdiction.
70. In the absence of specific alternative costings, the tribunal finds the cost of removal reasonable and determines £10.50 is payable.

Refuse: service charge year ending 31 December 2022

71. The Applicant and Respondents' contentions for service charge year ending on 31 December 2021 applied to the service charge year ending 31 December 2022.
72. No alternative costs have been provided. The Applicants concern over the source of the material is not matter for the Tribunal's jurisdiction.
73. In the absence of specific alternative costings, the tribunal finds the cost of removal reasonable and determines £10.50 is payable.

Repairs and maintenance: Service Charge year ending 31 December 2021

74. The Applicant does not challenge the lawfulness of the ability to collect service charge in respect of “repairs and maintenance” but the items themselves in terms of reasonableness.
75. The Respondent [33/261] showed the Tribunal an invoice dated 13 January 2021 from the Purple Group which showed works for investigating leaks costing £299.26. Additionally, a second invoice dated 24 August 2021 Management to Management for supply and fitting new front door at a cost of £360.00. These two amount to £659.26 collectively or £82.39 for the subject property.
76. The Tribunal finds these items are chargeable as service charge under the lease and in the absence of contested alternative quotes are reasonable and so payable.

Repairs and maintenance: Service Charge year ending 31 December 2022

77. The Applicant does not challenge the lawfulness of the ability to collect service charge in respect of “repairs and maintenance” but the items themselves in terms of reasonableness. Specifically citing photographs undated at [105-106-107-/425] which showed gully covers off.
78. The Respondent [82/261] showed the Tribunal invoices.

Archers Building and Construction dated 25 February 2022 repair damaged wall £270.00

Arches Construction dated 3 February 2022 call out to ill-fitting communal front door £126.00

Archers Building and Construction dated 5 April 2022 call out to fit stairs nosing, and refit air vent £396.00

Archers Building and Construction dated 21 September 2022 works to consumer unit £1536.00

Archers Building and Construction dated 28 September 2022 removal of broken fence £474.00

Archers Building and Construction dated 5 April 2022 supply gully covers unblock three gullies clean gutters £420.00

Archers Building and Construction dated 19 September 2022 drain and gutter clearance £480.00

79. The Tribunal in the absence of dated photographs and alternative quotes finds the works carried out to a reasonable standard and reasonable cost. The sum of the above invoices and the application of one eighth results in £462.75, arithmetically, which the Tribunal determines is payable as the subject property's proportion.

Legal and Professional service charge year ending 31 December 2021.

80. The Applicant challenges lawfulness of these charges rather than the reasonableness of their quantum, the legal and professional the amount being £ 62.25.
81. The Respondent explains these charges were made potentially in pursuit of section 20B Notices and lease extension work.
82. The Respondent contended these were incurred under the lease and in the alternative that they formed part of the obligations of management under the lease.
83. The Tribunal finds that there is no specific provision in the lease which covers this. However, the lease provides for a management charge, and the tribunal finds that this covers this. The result is that the costs incurred in this respect are recoverable within the management fee provisions. The management fee however is by virtue of the Fourth Schedule paragraph 1 calculated as being 10 per cent of the costs incurred by that schedule. The Tribunal determines that these figures are implicant in the management fee and not recoverable separately under this heading.

Legal and Professional service charge year ending 31 December 2022.

84. The Applicant and Respondent make the same submissions in respect of this year.

85. The Tribunal finds that there is no specific provision in the lease which covers this. However, the lease provides for a management charge, and the tribunal finds that this covers this. The result is that the costs incurred in this respect are recoverable within the management fee provisions. The management fee however is by virtue of the Fourth Schedule paragraph 1 calculated as being 10 per cent of the costs incurred by that schedule. The Tribunal determines that these figures are implicant in the management fee and not recoverable separately.

Out of hours provision: service charge year ending 31 December 2021

86. The Applicant stated there was not an out of hours service. Upon questioning it was identified that some of the flat occupiers were aware of the contact details. The Applicant explained that they had been locked out of their flat, but the out of hours service had not been of assistance. The Applicant did not contend whether this was lawful but whether the amount was reasonable.

87. The amount demanded is £70.63.

88. The Respondent contended this was a separate service from that of day-to-day management.

89. The Tribunal finds this is payable under the lease, and in the absence of alternative quotes the figure is reasonable, £70.63 is payable.

Out of hours provision: service charge year ending 31 December 2022

90. The Applicant and Respondent's submissions were as the previous year.

91. The Tribunal finds this is payable under the lease, and in the absence of alternative quotes the figure is reasonable, £72.00 is payable.

Gutter and Drains: service charge year ending 31 December 2022

92. The Applicant does not challenge the lawfulness of a service charge in respect of gutter and drains.

93. The Applicant challenges whether the work was carried out or whether it was carried out to an appropriate standard.

94. The Respondent took the tribunal through the relevant invoice;

Archers Building and Construction on site drain and gutter clearance dated 19 September 2022 £480.

95. The Tribunal finds this invoice to be a duplicate of that already demanded under repairs and maintenance, as such the Tribunal finds this sum not payable.

Tree Reduction: Service charge year ending 31 December 2021

96. The Applicant challenges the tree reduction work on the basis it in aggregate amounts to £4722.00 which is equivalent to £590.25 per flat which is in excess of the amount that required section 20 consultation that is £250.00.
97. The Applicant asserts that in the absence of section 20 consultation the figure that can be lawfully demanded is capped at £250. The Applicant explained that there were four or five trees on the site.
98. The Respondent showed the Tribunal the three related invoices [97-99/261]. These were dated 1 February 2022 for £ 1410.00, 23 August 2022 for £ 1932.00 and £1380.00 for 29 November 2022. The Respondent noted the similarity in the descriptions of the works on the invoices but noted that they did differ and that given the nature of the work there were limited ways of describing the work.
99. The Tribunal asked why the invoices were from the cleaning company. The Respondent referred to the property manager, Ms Hughes, who stated that the cleaning company also provided the gardening and the gardening included the tree lopping.
100. The Tribunal considered the nature of the work, and date of the invoices. The Tribunal on careful consideration found that there was insufficient evidence to unseat the presumption that the works were carried out as three separate items over time and so not requiring aggregating.
101. The Tribunal finds the demand of £ 590.25 payable.

Health and Safety: Service Charge Year ending 31 December 2022

102. The Applicant does not challenge the lawfulness of this item but the cost.
103. The Applicant notes that a previous report was conducted several years ago (2018) and this report largely repeated. In particular the Applicant is concerned that several of the recommendations had not been taken forward. Further within the report there is a photograph purporting to be of the subject property which is not.

104. The Respondent says the report is likely to be similar because it covers the same property and that they did not know if the photograph was of the wrong property.
105. The Tribunal found that given the report is a regular fire risk assessment of the same property it is not unreasonable that it repeats that of previous reports. In terms of the alleged incorrect photograph, if this were true, and the Tribunal does not make a finding in this respect but such an error would not materially detract from the worth of the report and in the absence any alternative quotes the Tribunal finds the costs of the report is reasonable, the Tribunal determines the figure of £63.75 is therefore payable. The issue of whether recommendations within the report have or have not been carried out is not in the jurisdiction of this Tribunal and the remedy may lie elsewhere.

Management: Service Charge year ending 31 December 2021 AND year ending 31 December 2022.

106. The Applicant challenges the amount of the management charge.
107. The Respondent contended that the lease sets out the relevant provisions in the Fourth Schedule. [150/261]
108. The Respondent contends that the proper interpretation of the provision is that the management fee is calculated by reference to the service charge incurred and a 10% amount is taken. That the 10% is applicable to the whole building, that is all eight flats, not 10% each
109. The Respondent contended the calculation was “mechanical” and should relate to the total service charge determined or allowed by the tribunal in respect to the respective years, and that the amount of the charge should not be diminished if service was considered to be below that expected.
110. The applicant contended that that whilst the calculation of the management fee is a “mechanical exercise” it is still subject to the “reasonable” provision found in section 27A.
111. The Tribunal agrees with the Applicant that the management fee is calculated, mechanically and that the result should be considered in terms of its reasonableness given the service provided.
112. The Tribunal having made the relevant determinations of the service charges for the years ending 31 December 2021 and 22. The Tribunal is placed to determine the management fee.

113. For the year ending 31 December 2021 and 2022 the tribunal determined

Charge	2021 £	2022 £
Electricity	28.75	24.59
Insurance	191.93	218.27
Cleaning	83.11	144.76
Gutter drains	0	0
Gardening	50.00	234.20
Refuse removal	10.50	10.50
Repairs and maintenance	82.39	462.75
Tree reduction	0	590.25
Health and Safety	0	63.75
Legal/Professional	0	0
Out of hours	70.63	72.00
Total	£517.31	£1821.07
10% service charge (Management)	£51.73	£182.10

114. The Tribunal has calculated the management fee in respect of the Fourth schedule provisions as interpreted. This shows a management fee of £51.73 for the year ending 31 December 2021 and £182.10 in respect. In the context of wider management fees the tribunal determines these figures to be reasonable and substituted in place of the figures of £349.76 and £445.71 as set out in the Respondent's skeleton argument.

Application for an Order under the Landlord and Tenant Act 1985 section 20C and Commonhold and Leasehold Reform Act 2002 paragraph 5A Schedule 11

115. The Applicant applies for the above orders to prevent the cost of the proceedings from being added to the service charge or as an administration charge. The Respondent objects.
116. The Tribunal finds that both parties can point to some success on the issues. However, what tips the scales firmly in favour of making an order is the fact the Respondent ignored a previous Tribunal decision and continued to seek to impose a quantum of management charges which they knew they were not entitled. Therefore, the Tribunal decided to make a section 20c and paragraph 5A order.

Application for return of hearing fees or application fees

117. The applicant has not made an application under either of these two headings.

Chair: Waterhouse FRICS

Date: 3 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 (Lands Chamber).