



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

<b>Case reference</b>	<b>: LON/ooAL/LSC/2024/0239</b>
<b>Property</b>	<b>: River Gardens Development, Greenwich Wharf, London SE10 0YP</b>
<b>Applicants</b>	<b>: Calum Brendon Matheson (Lead Applicant) and others set out on the attached Schedule</b>
<b>Representative</b>	<b>: Mr Matheson for himself and on behalf of the other Applicants</b>
<b>Respondent</b>	<b>: Greenwich Wharf Management Company Limited</b>
<b>Representative</b>	<b>: The Respondent did not appear, having been debarred</b>
<b>Type of application</b>	<b>: For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985 (“the 1985 Act”); Orders under section 20C of that Act and Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”)</b>
<b>Tribunal members</b>	<b>: Mr C Norman FRICS Valuer Chairman Ms C Barton MRICS</b>
<b>Venue</b>	<b>: 10 Alfred Place, London WC1E 7LR</b>
<b>Date of Hearing</b>	<b>: 10 October 2025</b>
<b>Date of decision</b>	<b>: 8 January 2026</b>

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**DECISION**

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## **Decisions of the Tribunal**

- (1) The Tribunal determines that the historical tariff deficit (“HTD”) charges in connection with heating and hot water provided to the Applicants are irrecoverable as service charges under the respective leases.
- (2) The Tribunal disallows 20% of the managing agents’ fees for the period 1 March to 31 December 2022 and 1 January to 31 December 2023.
- (3) The Tribunal has no jurisdiction to order a refund of monies paid.
- (4) The Tribunal has no jurisdiction to order payment of interest.
- (5) The Tribunal has no jurisdiction to make findings in relation to alleged misuse of service charge funds.
- (6) The Tribunal makes orders under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord’s costs of the Tribunal proceedings may be passed to the Applicants for such an Order through any service charge.
- (7) The Tribunal makes an Order under Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002, that none of the landlord’s costs of proceeding may be recovered by way of an administration charge for legal costs against the Lead Applicant (see further below).
- (8) The Tribunal determines that the Respondent shall pay the Lead Applicant the costs of the application and hearing fee within 28 days of this Decision.

## **The application**

1. The Applicants seek a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) in respect of certain service charges said to be payable by the Applicant in respect of the service charge years 2022 and 2023. The items challenged are the historic tariff deficit relating to the supply of heat and hot water, and management fees. There are also applications for orders under section 20C of the 1985 Act and Para 5A Sch 11 of the 2002 Act.

## **The hearing**

2. The Applicant appeared in person and represented fifty-six other Applicants together with further section 20C applicants (see below). The Respondent was not represented having been debarred. The Tribunal

received a hearing bundle of 1429 pages together with a skeleton argument of 24 pages.

## **The background**

3. The background was set out by Tribunal Judge Latham in Directions of 24 November 2024 as follows:

8. Mr Matheson is the tenant of 60 Great Eastern Court, 2 Springham Walk, London, SE10 0YP (“the Flat”). The lease is dated 18 February 2022. There are three parties to the lease: (i) Bellway Homes Limited (the Landlord); (ii) Greenwich Wharf Management Company Limited (the Management Company); and Calum Brendon Matheson and Susana Ka Wai Knok (“the Tenant”). The Landlord’s interest has now been acquired by Adriatic Land 13 (GR1) Limited, albeit that the transfer has not yet been registered at the Land Registry.

9. [...]

10. The [flat is] part of the River Gardens Estate which is being constructed on the historic Lovell’s Wharf site in Greenwich. The freeholders are Greenwich Wharf Limited and Greenwich Wharf No.2 Limited. However, there are various intermediate interests in respect of different flats on the Estate. Some lessees are subtenants of the Peabody Trust. All the relevant tenants hold their flats under tripartite leases with the Respondent named as the Management Company. All the tenants hold one share in the Respondent Company. However, the Respondent is controlled by the freeholder until the development is completed. The Respondent has engaged Rendall and Rittner [“R&R”] to manage the development.

11. The Estate has a gas fired district heating system which provides heating and hot water to the flats and to some of the commercial units. “With Energy” has been the provider of the heating and hot water which has been charged to the tenants through individual meters. There have been separate agreements between With Energy and (i) the Respondent and (ii) the tenants. In early 2022, “Easy Energy” terminated their agreement with the Respondent. Since 1 March 2022, “With Energy” have only been responsible for billing the tenants. “With Energy” had been responsible for procuring the gas supply. The Respondent has sought

to recover from the tenants the costs of (i) maintaining the plant and (ii) running this scheme.

12. This dispute has arisen because the Respondent inherited a deficit of £198,986.26 (“the deficit”) which it is seeking to charge to the lessees. The problem has come about because gas prices were at their peak in 2022 and the tariff charged to the tenants was not raised to reflect this. The Respondent has sought to charge this sum to some 580 flats, apportioned according to the energy that they consumed. The bills range from some £50 to £600 per tenant. On or about 15 December 2023, the Respondent issued a demand to the Lead Applicant in the sum of some £550.
13. The Respondent states that the sums are payable pursuant to Schedule 4, Part 2, paragraph 5 of his lease. Part 2 sets out his covenants with both the Landlord and the Management Company. The tenant covenants: “to pay a fair and proper contribution to the standing charges and to the costs of the metered cold water chilled water heating water and gas supplies or other services to the Estate or parts thereof in accordance with the meter readings in the Demised Premises.”
14. The Lead Applicant challenges his demand on the following grounds:
  - (i) The Respondent is not entitled to charge for this deficit. The tenants have nevertheless paid the sums demanded of this for their current consumption.
  - (ii) The demands did not comply with either Section 47 of the Landlord and Tenant Act 1987 or Section 21B of the Landlord and Tenant Act 1985. Mr Allison conceded this point, but stated that the Respondent would now remedy this default.
  - (iii) The sums demanded are not payable by virtue of Section 201B of the Landlord and Tenant Act 1985.
  - (iv) The sums demanded were not reasonably incurred. The Lead Applicant questions whether the Respondent sought funding under the Energy Bill Relief Scheme.
  - (v) The provision made for “bad debts”.

- (vi) The impact of the Heat Network (Metering and Billing) Regulations 2014.
- (vii) The problem has been created by the poor management practices of [“R&R”] as a result of which their management charge should be reduced by 30%.
- (viii) The arrears have wrongly been funded from the reserve fund. Mr Allison questioned whether this ground, which might amount to a breach of trust, fell within the jurisdiction of this Tribunal.

4. The Tribunal adds that lessees were required by the lessor to enter into a separate agreement with “With Energy” on lease completion.

### **Procedural Matters**

- 5. Jurisdiction
- 6. The Tribunal expressed some concern as jurisdiction. That flows from whether or not the sums demanded are “service charges” as defined by section 18 of the 1985 Act. It noted that the Respondents initial position was that the sums disputed were outside the lease. Subsequently however the Respondent changed its position and relied on Para. 5, Part 2, of Schedule 4 of the Lease in which the lessee covenants with the Company:

“To pay a fair and proper contribution to the standing charges and to the cost of the metered cold water chilled water heating water and gas supplies or other services to the Estate or parts thereof in accordance with the meter readings for the Demised Premises”
- 7. The term “Estate” is defined at [53]<sup>1</sup> in wide terms and does not exclude the demise. Therefore, the Tribunal is satisfied that it does have jurisdiction under s 27A of the 1985 Act.
- 8. Schedule 6 Part 3 Clause 1.12 also permits the company “to provide any other services or undertake any other matters in respect of the Apartment Units that the Company may reasonably decide necessary (sic) in the interests of good estate management.” “Apartment Units” are defined as the residential apartments (including the Demised Premises).”

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<sup>1</sup> Square brackets denote page references in the hearing bundle; references to the prefix B where shown can be disregarded.

9. The Tribunal has no jurisdiction to consider alleged misuse of the reserve fund which is a matter for the County Court under sections 42 and 52 of the Landlord and Tenant Act 1987.
10. The Tribunal has no jurisdiction to order a refund of monies paid or to order payment of interest, because the jurisdiction of the Tribunal is declaratory.

### Parties

11. The Lead Applicant informed the Tribunal that there were 56 Applicants joined for the section 27A. A further 108 leaseholders had applied for section 20C Orders. A Schedule of both s.27A and section 20C Applicants was provided by the Lead Applicant and this is annexed. The Tribunal waives any direction precluding a late applicant from joining, providing such an application had been made on or before 10 October 2025. An application for an Order under Paragraph 5A Sch 11 was also made in the application form (see further below).

### Debarment of the Respondent

12. On 23 May 2025 the Respondent was debarred from defending the proceedings having persistently failed to serve a statement of case and other documents as directed by the Tribunal. The Tribunal (Tribunal Judge Walker) also warned the Respondent that the Tribunal would summarily determine all matters against them. With respect to the judge the relevant rule (r.9(7)) states that the Tribunal “need not consider any response or submissions made by the Respondent and may summarily determine any or all issues against that Respondent.” Therefore, the rule permits but does not mandate resolution against a respondent. Nevertheless, debarment is a very serious order adverse to the Respondent.

### No Inspection

13. Neither party requested an inspection and the Tribunal did not consider that one was necessary having regard to the issues in dispute.

### The Applicants' Case

14. The Lead Applicant provided detailed submissions. The Tribunal intends no disrespect in dealing with many of the grounds quite briefly. This arises from its main finding that the sums demanded are irrecoverable as service charges. Consequently, it is unnecessary for it to make findings on all grounds advanced.

**Ground (i) The Respondent is not entitled to charge for this deficit. The tenants have rather paid the sums demanded of this for their current consumption.**

15. Mr Matheson relied on The Heat Network (Metering and Billing) Regulations 2014 and submitted that invoices received did not comply with such provisions. He also argued that retrospective price increases for gas were unfair within Schedule 2 of the Consumer Rights Act 2015. Consequently, they did not bind the consumer, namely the respective lessee.

**Grounds (ii) and (iii) – S47 LTA 1987, S21B LTA 1985, S20B LTA 1985**

16. Mr Matheson submitted “The demands did not comply with s.47 LTA 1987 (landlord’s name and address) or s.21B LTA 1985 (summary of rights). Under either statute (s.47(2), s.21B(3)) a non-compliant demand is not due. The Respondent’s counsel conceded these defects at the Case Management Hearing on 14 November 2024 [B/32](14(ii)). Although the Respondent said it would remedy the default, it did not do so. The sums therefore never became due and are irrecoverable.”
17. He further submitted that the demands did not comply with the service charge provisions in the lease. He submitted that the defects were contractual, not clerical, and therefore cannot be retrospectively cured. He relied on *No. 1 West India Quay Ltd v East Tower Apartments Ltd* [2021] EWCA Civ 1119 [31].
18. He further submitted that recovery was time-barred under section 20B. The Respondent had served a section 20B(2) notice on 29 June 2023, but this did not reference the HTD. The Respondent did not claim that charges were recoverable under the lease until 14 November 2024.

**GROUND (iv) – Part 1 – The sums were not reasonably incurred**

19. The Applicant submitted that the charges do not satisfy Section 19(1)(a) or (b) of the Landlord and Tenant Act 1985, as the costs arose from actions which were unreasonable, and the services were not delivered to a reasonable standard. The HTD charges are said to be based on gas costs incurred between 1 March 2022 and 31 May 2023.
20. The Applicant submitted that R&R have demonstrated that they cannot be relied upon to carry out key tasks involved in running a heat network, and do not even purport to be able to do so. The Applicant referred to a statement made by Nicola Milburn, an Area Director at R&R on 20 June 2024 in which she said “Neither Sukh or myself, to the best of my

knowledge, have been asked to prepare a heating draft business plan - I have no idea what this is and would not be comfortable preparing one when heating networks / distribution is not my expertise...”.

21. The Applicant submitted that there was no evidence that any party other than R&R was considered and that the Respondent should not have assumed such a role, and should not have delegated them to R&R.
22. The Applicant submitted that it was not reasonable for costs to be incurred on the service charge when residents had explicit contractual relationships with “With Energy” stating that “With Energy” would bear the risks of gas price volatility. R&R have acknowledged that residents did not receive any notice of cancellation of such agreements [B/349](Q21). The Applicant submitted that the Respondent should look to the contracts held with R&R and “With Energy” to recover any business losses.
23. The Applicant submitted that, had the tariff been reviewed when it should have been charges would have been recovered directly from heat users and no cost would have fallen to the service charge.

#### **GROUND (iv) – Part 2 – The Energy Bills Relief Scheme and Energy Bills Discount Scheme**

24. In brief, the Applicant submitted that government support schemes applied to gas purchases during the relevant period, but that R&R omitted the reductions provided by those schemes. Consequently, invoices provided were overstated.
25. Based on the assumed receipt of such discounts, the Applicant formed an estimate of the actual deficit. He also challenged the amount of the deficit on the basis that it included double counting from non-reporting meters and some costs in 2022 in respect of unsold Bellway homes. Mr Matheson calculated that rather than a recoverable deficit there was in fact a surplus of £12,423.62 to be credited back to leaseholders.

#### **GROUND (iv) – Part 3 – Rendall and Rittner’s Commission**

26. The Applicant complained that R&R received a commission on wholesale gas. He submitted that although R&R claimed that this covered tendering costs, R&R were already charged a management fee. Such costs are not recoverable under Schedule 4, part 2, paragraph 5 of the lease, applying *No 1 West India Key* (see above). The Applicant calculated that R&R received £8,487.43 commission for the period relevant to the deficit and a further £3,590.26 during the remainder of the 2023 service charge year.

#### **GROUND (iv) – Part 4 – Unreasonable Site-wide Disconnection Fees**

27. The lead Applicant submitted that R&R repeatedly allowed the Estate's heat supply to reach the point of threatened disconnection owing to financial mismanagement. This led to four improper service charge costs. These comprised two pre-disconnection visits, a locksmith fee and warrant application fee. The aggregate amount is £1,208.79. Mr Matheson submitted that there were irrecoverable under the lease.

#### **GROUND (v) – The Bad Debt Allowance**

28. The Applicant complained that the Respondent has incorporated an allowance for bad debt in setting the heating tariff. He relied on correspondence showing a 10% allowance applied to both standing charges and heat unit rate in late 2023. Absent compliant disclosure from the Respondent Mr Matheson estimated the bad debt allowance to be £49,500. He accepted that that may not be entirely accurate but submitted that such bad debts are irrecoverable under the terms of the lease.

#### **GROUND (vi) – The impact of the Heat Network (Metering and Billing) Regulations 2014.**

29. Mr Matheson submitted that the residential supply agreements issued by With Energy expressly allowed transfer of responsibility to subtenants at which point the obligations of head leaseholder would be suspended. Despite this, R&R had pursued head leaseholders for consumption in the premises. He submitted that the 2014 regulations require billing to final customers and R&R's position was inconsistent with this.

#### **GROUND (vii) – Rendall and Rittner's Management Charge**

30. The Lead Applicant submitted that R&R bore responsibility for ensuring the suitability of contractual arrangements with "With Energy". In September 2023, R&R acknowledged that the tariff charged to all residents should have been updated sooner to take account of the new gas price to prevent a shortfall accumulating. This was an admission that the issue of the deficit should not have arisen.
31. On 19 May 2023 R&R informed residents that there was no hot water on site. The Applicant submitted that this was highly likely a direct consequence of R&R's financial mismanagement.
32. Reserves were subsequently used to cover gas contract arrears of £260,000. Subsequently, leaseholders were pressured to pay deficit charges within 14 days. None of these demands identified a legal basis nor did they include the statutory summary of rights. R&R are RICS

regulated and ought to have known that the invoices were contractually invalid and legally unenforceable.

33. Mt Matheson referred to a letter of 1 September 2023 which stated “...various statutes that might indicate that using a backdated heat bill/retrospective tariff via the With Energy portal is potentially illegal” [B/361-364] but continued: “We intend to commence using the With Energy portal in the first instance...”.
34. On 6 August 2024, R&R stated: “It should be noted that these demands do not include charges for heat bills, as these are collected separately to the service charge funds. Heat charges also do not form part of the service charge budgets.” [B/875]. Consequently, such charges have never been included in the statutory service charge accounts.
35. Mr Matheson submitted that the RICS Code of Practice 3rd Edition (“RICS Code”), Part 7.3 - 'Budgeting/estimating service charges' states [B/698]:

“... Services may be difficult to provide but the landlord must follow the terms of the lease. In such a situation, the landlord may have to wait over a year to recover the expenditure incurred early in the service charge year and may have to pay for the cost of borrowing money to finance the costs. Sometimes the landlord cannot recover any interest charged on borrowings as part of the service charge.”
36. Mr Matheson submitted that R&R had made repeated email demands and threats of legal action which breached the RICS Code. Part 4.5 warns against interfering with leaseholders' peace and comfort or engaging in harassment, which is a criminal offence. He asserted that R&R's conduct may amount to harassment within section 1(1) of the Protection from Harassment Act 1997. He submitted that there were numerous documented instances where R&R have failed to meet Core principle 1: “To conduct business in an honest, fair, transparent and professional manner”. He set out alleged examples which it is unnecessary for the Tribunal to set out as it unnecessary for it to make relevant findings (see below).
37. The Applicant also submitted that, by allowing R&R to take on key responsibilities for running a heat network whilst not having the necessary expertise, the Respondent failed to provide the standard of management required by Core Principle 2.
38. Mr Matheson submitted that no written management agreement existed between the Respondent and R&R. In *Bennett v Derri Properties Ltd* (2023) [CHI/43UF/LSC/2023/0063] at [58-63] the FTT said:

“There was no management contract, management agreement or terms of agreement ... Transparency about costs requires a clear paper trail of the contractual arrangements entered into by the landlord ... There was no written management agreement in place (para 3.2 of the Code). This is a serious failing”

39. In that case, the Tribunal applied a 30% reduction to the managing agent's fee. In the Schedule of 10 September 2024, the Applicants proposed a 30% deduction for the period 1 March 2022 to 31 December 2023. In *Cabot 24 Apartments v Places for People+ Limited* (2024) [CHI/ooHB/LSC/2023/0111] at [66-67] the Tribunal applied a 75% deduction to the agent's fee after finding that RMG's failings had led to a complete electricity disconnection and that residents had been misled by incorrect information.

**GROUND (viii) – The arrears have wrongly been funded from the reserve fund.**

40. The Applicant claimed loss of interest of £17,073.87 in respect of sums said to have been improperly taken from the reserve fund to meet the HTD. The Respondent should have provided this funding itself. The calculation was based on the Prescribed Rate under the lease, being 3% above NatWest base rate.

**The Lease**

41. The Applicant referenced his own lease dated 18 February 2022 by way of a sample. This is a tripartite document made between Bellway Homes Ltd, Greenwich Wharf Management Company Ltd, Ms Kwok and himself relating to flat 604 Great Eastern Ct together with one parking space. The lease grants a term of 999 years (less 10 days) from 1st January 2016. The accounting year is 1st January until 31 December.
42. By clause 3.1, the tenant covenants with the company to observe and perform the obligations set out in Part 2 of Schedule 4. By clause 5 the company covenants with the tenant to observe and perform obligations set out in schedule 6. The tenant covenants under paragraph 1 Part 2 of Schedule 4 to pay to the company the service charge in accordance with the provisions contained in Schedule 9. “Service charge” is defined as the “apartment service charge”, the “block service charge” the “estate service charge” and the “car park service charge”.
43. “Services” are defined to include gas and electricity water soil surface water heat and hot water being in on under or over any part or parts of the Estate.
44. At Schedule 6 Part 2 the company covenants to provide services to the Block. Para 1.3 of that Part requires the company to provide

“heating...water ...and at 1.4 provide Services to the Block. “Block” is defined as “The building within which the Property is situate shown edged and hatched red on Plan 2. The definition does not exclude demised areas.

45. At Schedule 6, Part 3 Para. 1 the company covenants to [supply] as appropriate services set out at Part 3. At Para 1.5 the company covenants “to keep in good repair and to renew and improve ... the Services (to the extent they are not adopted by the appropriate authority) in under and upon the Estate and exclusively serving the Apartment Units but not including the Demised Premises or other demised parts of the Apartment Units including for the avoidance of doubt the cost of any standing charges and of gas electricity oil or other fuel water and telephones used in providing any of the Services...”
46. Schedule 9 which is entitled “Service Charge Regulation” sets out the mechanism by which service charges may be recovered. In summary, Paragraph 3 provides that the amount of the service charge shall be ascertained and certified by certificate signed by the company’s accountants as soon after the end of the company’s financial year as may be practicable. The certificate shall be supplied by the company to the tenant on written request. The company’s certificate shall contain a summary of the expenses and outgoings incurred by the company during the company’s financial year to which it relates together with a summary of the relevant details of figures forming the basis of the service charge. The company’s certificate shall be conclusive evidence for the purposes of the lease. By paragraph 7 as soon as practicable after the signature of the company certificate the company shall furnish the tenant an account of the service charge payable by the tenant for the year in question.

### **Accounts and service charge demands**

47. Service charge accounts for the River Gardens development were included for the years ending 31 December 2022 and 2023. They were prepared by R&R and audited by UHY Hacker Young who conducted an audit in accordance with international standards on auditing. The auditors stated for both years “In our opinion the service charge accounts of The River Gardens for the year ended 31 December ... are prepared, in all material respects, in accordance with the accounting policies set out in Note 1 to the accounts.” The accounts included no reference to expenditure on gas or the provision of heating or hot water.
48. Section 20B(2) notices for 2022 were also included in the bundle. Expenditure on gas or the provision of heat or hot water was not referenced.

## **Discussion**

49. The jurisdiction of the Tribunal is limited to determining the reasonableness and payability of service charges pursuant to the lease together with the making of ancillary costs orders.
50. The Tribunal finds that the common intention of the parties was always that the cost of supplying heating and hot water should be addressed outside the lease by means of the Energy Supply Agreements. The tenants were required to enter into such agreements as a condition of their leases being granted. The Tribunal notes the correspondence to the Tribunal dated 6 August 2024, where R&R stated: “It should be noted that these demands do not include charges for heat bills, as these are collected separately to the service charge funds. Heat charges also do not form part of the service charge budgets.” [B/875]
51. The service charge accounts notably exclude any reference to the cost of supplying heating and hot water and gas.
52. The Tribunal finds that the only demands for payment [492 et Seq.] in relation to such energy costs including demands to pay the deficit were in the form of utility bills from “With Energy”. Such demands did not comply with the statutory requirements for service charge demands. They did not include details of the landlord’s address as required by s. 47 of the Landlord and Tenant Act 1987. They did not include a summary of the tenant’s rights relating to service charges under section 21B.
53. The Tribunal finds that these defects have not been cured and consequently the demands are all invalid as service charge demands.
54. The Tribunal also finds that the audited accounts underlying service charge demands for the relevant years are final and binding and do not now permit recovery of the deficit via the service charge.
55. For the above reasons, The Tribunal finds that none of the HTD charges are recoverable as service charges pursuant to the respective leases.
56. For completeness, in relation to s20B, the Tribunal notes that “With Energy” demands were issued on 15 December 2023. These related to a deficit between 1 March 2022 and 31 May 2023. Section 20B is only therefore engaged for the period 1 March 2022 to 14 June 2022, being more than 18 months prior to the demand. However, the demands were otherwise invalid for the reasons given above.

## **Allegations of Management Failures and Harassment**

57. As the Tribunal stated at the hearing, the Tribunal is not a disciplinary Tribunal. R&R were never a party nor represented: they are agents not principals. The Tribunal has no knowledge of instructions given to R&R from the Respondent. For these reasons the Tribunal declines to express any view on allegations of professional misconduct. It is inappropriate for it to make findings in relation to claims of harassment, which is an allegation of a criminal offence.
58. However, the Tribunal does find that R&R were indirectly involved in the provision of the supply of heating and hot water via gas procurement. It notes that R&R have admitted to some failings in that regard. The Tribunal does not have sufficient evidence to make a finding that heating interruption experienced (see above) arose from a failure of management. However, it disallows the disconnection and warranty invoices on the grounds that they are outside the scope of the service charge or otherwise unreasonably incurred.
59. The Tribunal finds that there should be a reduction in the management fee charged. It notes that the Respondent acting via R&R is providing a wide range of services on the Estate as evidenced by the Income & Expenditure Accounts [757]. The deficits demanded as evidenced in the bundle at [491] range from £44.97 to £1,237.41. The majority are for less than £500. The individual amounts involved are therefore comparatively modest.
60. The Tribunal finds that the Applicants' assertion at [21] that there is no contractual documentation between GWMC and R&R is insufficiently evidenced for the Tribunal to make such a finding.
61. Having regard to above matters, the Tribunal considers that the management fee should be reduced by 20% for the relevant period, being 1 March 2022 to 31 December 2023.

## **Other Grounds**

62. It is unnecessary for the Tribunal to make findings on other grounds including:
  - the effects of the Heat Network (Metering and Billing) Regulations 2014, and the Consumer Rights Act 2015,
  - whether or not the historic tariff deficit was reasonably incurred under s. 19 Landlord and Tenant Act 1985,

- the effect of Energy Bills Relief Scheme, and Discount Schemes,
- whether R&R's commission for gas procurement was payable
- whether the bad debt allowance could properly form part of a service charge demand

### **Costs Orders**

63. In the application form Applicant applied for orders under section 20C of the 1985 Act and Para 5A Schedule 11 of the 2002 Act. The Applicants have succeeded. The Respondents were disbarred from defending the proceedings. For these reasons the Tribunal makes an Order under section 20C to the effect that none of the landlord's costs of these proceedings may be recovered from any lessee within the scope of the section 20C application.
64. For the same reasons the Tribunal makes an Order under Para 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 that none of the landlord's costs of proceeding may be recovered by way of an administration charge for legal costs against the Lead Applicant. At present, the only clear application is by the Lead Applicant himself. However, he may make a further application on behalf of other applicants within 28 days, provided he is suitably authorised by them to do so.
65. The Tribunal also orders the Respondent to reimburse the application and hearing fees to the Lead Applicant within 28 days.

**Name:** Charles Norman FRICS

**Date:** 8 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).

<b><u>Schedule of Respondents</u></b>			
<b>Name</b>	<b>Number</b>	<b>Address</b>	
Calum Brendon Matheson	604	Great Eastern Court, SE10 0YP	
Ilaria Minetto & Maksimiljanas Spogis	406	Atlantic Point, SE10 0YL	
Janet Thompson	608	Atlantic Point, SE10 0YL	
Leomar Viegas Junior	705	Atlantic Point, SE10 0YL	
Evgeny Budkevich	902	Atlantic Point, SE10 0YL	
Dean Perrott	907	Atlantic Point, SE10 0YL	
Sean Aller	102	Bond Court, SE10 0YR	
Chirag Biscuitwala	204	Bond Court, SE10 0YR	
George Marshall	305	Bond Court, SE10 0YR	
Mrs Anna Ivanova	602	Bond Court, SE10 0YR	
Conor Robin Spicer	703	Bond Court, SE10 0YR	
German Zwaal	105	Granite Apartments, SE10 0GA	
Ramon Banet	411	Granite Apartments, SE10 0GB	

Geoff Leeming	612	Granite Apartments, SE10 0GB	
James Carswell	701	Granite Apartments, SE10 0GB	
Kirill Ivaninskiy	104	Great Eastern Court, SE10 0YP	
Parag Bahad	404	Great Eastern Court, SE10 0YP	
Alexander Paunov	405	Great Eastern Court, SE10 0YP	
Stefano Formaggi	501	Great Eastern Court, SE10 0YP	
Andrew Bray	603	Great Eastern Court, SE10 0YP	
Maria Rosario Gonzalez Bravo	306	Iverson Point, SE10 0YN	
Shweta Agarwal	404	Iverson Point, SE10 0YN	
Corina and Luigi Citarella	408	Iverson Point, SE10 0YN	
Perminder Singh Tanday	506	Iverson Point, SE10 0YN	
Evgenii Sheludchenko	507	Iverson Point, SE10 0YN	
Marietta Stankova Milusheva	20	Wyndham Apartments, SE10 0TY	
Kari Ellen Pitkin	64	Wyndham Apartments, SE10 0TY	

Emily Stanghon	74	Wyndham Apartments, SE10 0TZ	
Paul Anderson	80	Wyndham Apartments, SE10 0TZ	
Richard Radford & Avalon de Paravicini	90	Wyndham Apartments, SE10 0TZ	
Saurabh Khanna	137	Wyndham Apartments, SE10 0TZ	
Claudia Dimitry	182	Wyndham Apartments, SE10 0TZ	
Feyzullah Daldal	204	Atlantic Point, SE10 0YL	
Maksim Korneichik	408	Atlantic Point, SE10 0YL	
Rohan Mathew John	409	Atlantic Point, SE10 0YL	
Pollyanna Savva and Matthew Havron	903	Atlantic Point, SE10 0YL	
Peng Kheng Chiang	1002	Atlantic Point, SE10 0YL	
Nicola Thomas	104	Bond Court, SE10 0YR	
Benjamin Jean-Louis Sidbury	404	Bond Court, SE10 0YR	
Ian Skeet	313	Granite Apartments, SE10 0GA	

Michael Yiapanis	609	Granite Apartments, SE10 0GB	
Pepijn Voorn	614	Granite Apartments, SE10 0GB	
Paulo Jorge Lopes Nogueira	709	Granite Apartments, SE10 0GB	
Natalie Liow & Carson Fok	710	Granite Apartments, SE10 0GB	
Michael Dean	204	Great Eastern Court, SE10 0YP	
Kate Elizabeth Marshall	107	Iverson Point, SE10 0YN	
Jeremy and Emma Wilson-Lemoine	304	Iverson Point, SE10 0YN	
Vinay Ahir	602	Iverson Point, SE10 0YN	
Sophie Schmitt & Arthur Orts	603	Iverson Point, SE10 0YN	
Lovat Michael Graham Rees	26	Wyndham Apartments, SE10 0TY	
Jason Ramsay	27	Wyndham Apartments, SE10 0TY	
Rosemary Burridge	59	Wyndham Apartments, SE10 0TY	
Alan Robert Combe	89	Wyndham Apartments, SE10 0TZ	

James Ronen	117	Wyndham Apartments, SE10 0TZ	
Erta Mosho and Arnaud Olav Koetsier	125	Wyndham Apartments, SE10 0TZ	
Sonya Lam	183	Wyndham Apartments, SE10 0UA	
Elizabeth and Mark Pinney	33	Wyndham Apartments, SE10 0TY	S2oC only
Nicholas McLoughlin	143	Wyndham Apartments, SE10 0TZ	S2oC only
Lewis Jones	104	Atlantic Point, SE10 0YL	S2oC only
Dmitry Voronkevich and Olena Usenko	307	Atlantic Point, SE10 0YL	S2oC only
Hannah Marjoram	505	Atlantic Point, SE10 0YL	S2oC only
Rachael Morris	601	Atlantic Point, SE10 0YL	S2oC only
Taskin Tas and Funda Tas	703	Atlantic Point, SE10 0YL	S2oC only

Patrick Michael Keown	802	Atlantic Point, SE10 0YL	S2oC only
Lesley Jean Secretan	807	Atlantic Point, SE10 0YL	S2oC only
Watkins Investments Ltd (Rhys Watkins : Director)	808	Atlantic Point, SE10 0YL	S2oC only
David and Annette Evans	906	Atlantic Point, SE10 0YL	S2oC only
Ivan Ballen Escobar	101	Bond Court, SE10 0YR	S2oC only
Thomas Fenyes and Sarah Pollard	202	Bond Court, SE10 0YR	S2oC only
Amy Lashmar	406	Bond Court, SE10 0YR	Late
Tatiana Postnikova	504	Bond Court, SE10 0YR	S2oC only
Patrick Dawson-Goodey	505	Bond Court, SE10 0YR	S2oC only
Xiao Dong Liu	601	Bond Court, SE10 0YR	S2oC only

Katherine Larcombe	606	Bond Court, SE10 0YR	S2oC only
Keith Duncan Shepherd & Gemma Shepherd	740	Bond Court, SE10 0YR	S2oC only
YoYotta SSAS		Commercial Unit 3 in Block 4	S2oC only
Bernard and Jane Skivington	4	Granite Apartments, SE10 0GA	S2oC only
Laura Wilder	6	Granite Apartments, SE10 0GA	S2oC only
Martin Athanassiou	10	Granite Apartments, SE10 0GA	S2oC only
Rhys Watkins	11	Granite Apartments, SE10 0GA	S2oC only
Vallabh Shastri	14	Granite Apartments, SE10 0GA	S2oC only
Emmanuel Owusu-Darkwa	101	Granite Apartments, SE10 0GA	S2oC only
James Gower	102	Granite Apartments, SE10 0GA	S2oC only

Anthony Alexander Tadeusz Ostrowski	103	Granite Apartments, SE10 0GA	S2oC only
David Michael Wheeler	106	Granite Apartments, SE10 0GA	S2oC only
Andrew MacFarlane	108	Granite Apartments, SE10 0GA	S2oC only
Kathleen Mary Pearce and Kenneth John Martin Pearce	203	Granite Apartments, SE10 0GA	S2oC only
Gorkem Dogangil	204	Granite Apartments, SE10 0GA	Late
Emanuele Mario Cristiano Spoti	205	Granite Apartments, SE10 0GA	S2oC only
Peter Fuller	215	Granite Apartments, SE10 0GA	S2oC only
Carrie Thompson	301	Granite Apartments, SE10 0GA	S2oC only
Matthew and Sara Shelley	302	Granite Apartments, SE10 0GA	S2oC only
David and Elizabeth Cutts	307	Granite Apartments, SE10 0GA	S2oC only

Josephine Chessa & Gwenael Allard	311	Granite Apartments, SE10 0GA	S2oC only
Ms Louise Mungapen and Mr Alan Chambers	401	Granite Apartments, SE10 0GB	S2oC only
Chris Pat	402	Granite Apartments, SE10 0GB	S2oC only
Stephen Patrick Baliol Brett and Mary Margot Adams	405	Granite Apartments, SE10 0GB	S2oC only
Ian Andrew Craig Rose and Brenda Catherine Witt	406	Granite Apartments, SE10 0GB	S2oC only
Louise Billingham & Benjamin Selby	410	Granite Apartments, SE10 0GB	S2oC only
Alison Hall	414	Granite Apartments, SE10 0GB	S2oC only
David Gordon John Delchar	502	Granite Apartments, SE10 0GB	S2oC only
Johan Bryssinck and Leah Genone	505	Granite Apartments, SE10 0GB	S2oC only
Simon Crawshaw	509	Granite Apartments, SE10 0GB	S2oC only

Joanna and Michael Howe	510	Granite Apartments, SE10 0GB	S2oC only
Dorita Gomez	601	Granite Apartments, SE10 0GB	S2oC only
Ian Dyble	608	Granite Apartments, SE10 0GB	Late
Kitty Khamchanh	613	Granite Apartments, SE10 0GB	S2oC only
Carmen Karuse	713	Granite Apartments, SE10 0GB	S2oC only
Joe Hartney	101	Great Eastern Court, SE10 0YP	S2oC only
Nurzhan Ospanov	103	Great Eastern Court, SE10 0YP	S2oC only
Wai Yee Joanna Leung and Yuk Fi Lee	303	Great Eastern Court, SE10 0YP	S2oC only
Samuel Henry George Adrian White	304	Great Eastern Court, SE10 0YP	S2oC only
Sergey Zenko	702	Great Eastern Court, SE10 0YP	S2oC only

James Kent	7	Henry Hudson Apartments, SE10 0FE	S2oC only
Richard Chiang	8	Henry Hudson Apartments, SE10 0FE	S2oC only
Iain Edmund Cooper	9	Henry Hudson Apartments, SE10 0FE	S2oC only
Anna Sheehan	10	Henry Hudson Apartments, SE10 0FE	S2oC only
Sophie Wakelin	11	Henry Hudson Apartments, SE10 0FE	S2oC only
Stefan Puttnam	14	Henry Hudson Apartments, SE10 0FE	S2oC only
Geoffrey and Angela Hooker	15	Henry Hudson Apartments, SE10 0FE	S2oC only
Mary and John Wallace	17	Henry Hudson Apartments, SE10 0FE	S2oC only
Sandra Mills	24	Henry Hudson Apartments, SE10 0FE	S2oC only
Alina Marin	203	Iverson Point, SE10 0YN	S2oC only

Lorenzo De Feo & Natalia Czaniecki	204	Iverson Point, SE10 0YN	S2oC only
Nicholas Alexander Stephenson	206	Iverson Point, SE10 0YN	S2oC only
Tom Bedtord	208	Iverson Point, SE10 0YN	S2oC only
Werner Houben	302	Iverson Point, SE10 0YN	S2oC only
Immanuel Gomes Quintal de Faria	505	Iverson Point, SE10 0YN	S2oC only
Gabriella Greyling & Christopher Sumter	509	Iverson Point, SE10 0YN	S2oC only
Manan and Niyati Gupta	702	Iverson Point, SE10 0YN	S2oC only
Serge Olid	803	Iverson Point, SE10 0YN	S2oC only
Yash Lakhwani and Harsha Kriplani	5	Statham Court, SE10 0YH	S2oC only
Akit Patel and Preesha Chhaya	120	Wyndham Apartments, SE10 0TX	S2oC only

Sylvia Bloomberg	153	Wyndham Apartments, SE10 oTX	S2oC only
Denise Yung	1	Wyndham Apartments, SE10 oTY	S2oC only
MB Business Consultancy Ltd	4	Wyndham Apartments, SE10 oTY	S2oC only
Mark Leversedge and Kimberley Leversedge	5	Wyndham Apartments, SE10 oTY	S2oC only
Jonathan Webster	15	Wyndham Apartments, SE10 oTY	S2oC only
Dorothy Yuen and Tsering Angchok	39	Wyndham Apartments, SE10 oTY	S2oC only
Peter Hill	41	Wyndham Apartments, SE10 oTY	S2oC only
Robert Stephen Craig White	45	Wyndham Apartments, SE10 oTY	S2oC only
Valentina Ferraro and Federico Sebastiano Giorgetta	49	Wyndham Apartments, SE10 oTY	S2oC only
Mark Leversedge and Kimberley Leversedge	52	Wyndham Apartments, SE10 oTY	S2oC only

Robert William Edwards and Celia Edwards	53	Wyndham Apartments, SE10 oTY	S2oC only
Graham Prentice and Mun Choon Wong	54	Wyndham Apartments, SE10 oTY	S2oC only
Zoran Almuli	58	Wyndham Apartments, SE10 oTY	S2oC only
Dimitrios Lamprou	68	Wyndham Apartments, SE10 oTY	S2oC only
Bertrand Olivier and Paul Keherly	91	Wyndham Apartments, SE10 oTZ	S2oC only
Rebecca Hall	97	Wyndham Apartments, SE10 oTZ	S2oC only
Genevieve Hannah Morrall and Thomas David Millington	105	Wyndham Apartments, SE10 oTZ	S2oC only
Daniel Owen	108	Wyndham Apartments, SE10 oTZ	S2oC only
Frances Catherine Thorne	109	Wyndham Apartments, SE10 oTZ	S2oC only
Rachael Louise Bott	114	Wyndham Apartments, SE10 oTZ	S2oC only

Gorkem Dogangil and Grant Clemson	118	Wyndham Apartments, SE10 oTZ	Late
Andrea Huber & Christoph Genzwurker	133	Wyndham Apartments, SE10 oTZ	S2oC only
David Philip Powell	134	Wyndham Apartments, SE10 oTZ	S2oC only
David Anthony Williams and Julie Anne Williams	85	Wyndham Apartments, SE10 oUA	S2oC only
Aleksandra Girling and Christopher Girling	147	Wyndham Apartments, SE10 oUA	S2oC only
Janet Foster	168	Wyndham Apartments, SE10 oUA	S2oC only
Mark Belshaw and Anna Belshaw née Chirou	169	Wyndham Apartments, SE10 oUA	S2oC only
Simos Charalambous	172	Wyndham Apartments, SE10 oUA	S2oC only
Lesley Anne Astier and Henri Luc Astier	173	Wyndham Apartments, SE10 oUA	S2oC only
William Declan Shaw and Lucy Jayne Shaw	178	Wyndham Apartments, SE10 oUA	S2oC only

Phillip George Buchanan Rodger and Chantal Marie Francoise Rodger	180	Wyndham Apartments, SE10 oUA	S2oC only
Haya Aftab	3	Wyndham Apartments, SE10 oUB	S2oC only
Oliver Taylor	3	Henry Hudson Apartments, SE10 oFE	S2oC only