



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

**Case Reference: CAM/00KF/LIS/2025/0013**

**Property: 196A Hamlet Court Road, Westcliff-on-sea, Essex, SSO  
7DE**

**Applicant: Narford Properties Limited**

**Respondent: Nicholas Leverett**

**Type of Application: Service Charges**

**Tribunal members: Judge Granby, Mr Thomas MRICS**

**Date of Decision: 10 February 2026**

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**DECISION**

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**Introduction**

1. This is an application for a determination of the payability of service and administration charges transferred from the County Court by Order of Deputy District Judge Hunt dated 30 April 2025. By virtue of that order the Tribunal is to determine the payability of service and administration charges and any other matters falling within its jurisdiction.
2. The Applicants Particulars of Claim in the County Court claim service charges in the sum of £546.47, administration charges in the sum of £515, ground rent, interest under the County Courts Act 1984 and costs.
3. The Tribunal has no jurisdiction in respect of Ground Rent, interest or costs that might be ordered in the County Court. This decision is

therefor concerned only with the payability of service and administration charges.

4. The Applicant is Narford Properties Limited, the property that is the subject matter of the Application is 196A Hamlet Court Road, Westcliff-on-sea, Essex, SSo 7DE (“the Flat”). The Respondent is Nicholas Leverett the leaseholder of the Flat.
5. The Lease is dated 13 April 1988 between the Derek Potter on the one part and Leah Miller on the other part for a term of 99 years from 25 March 1988 (“the Lease”).

### **Summary**

6. The Tribunal determines the service charges demanded identified at paragraph 8 below are payable.
7. The Tribunal determines that none of the pleaded administration charges are payable.

### **The Application**

8. The Applicant issued proceedings in the County Court as described above, the claim form was supported by Particulars of Claim dated 3 July 2024. The Particulars of Claim address service and administration charges but the following items can be identified as service charges by reference to the demands included in the bundle:
  - a. £170.96 said to be due 6 November 2020
  - b. £172.36 said to be due 6 November 2021
  - c. £203.15 said to be due 28 November 2022
9. These items total £546.47, the amount identified as service charges in the claim form.

10. It is unnecessary for the Tribunal to consider administration charges further as the Applicant concedes in its statement of case that it did not demand them in accordance with the requirements of the Commonhold and Leasehold Reform Act 2002, the Tribunal accordingly determines that the administration charges pleaded are not payable.
11. The Applicant obtained default judgement in the county court which was subsequently set aside, the Respondent filed a Defence and Counterclaim and, as set out above, the County Court transferred part of the case to the Tribunal.
12. Directions were given by the Tribunal dated 22 September 2025, the Respondent did not take the opportunity provided by those Directions to file evidence or a (further) statement of case but opted to rely on the Defence filed in the County Court. The Applicant filed a statement of case in accordance with directions.
13. The matters raised in the Defence in respect of Service Charges appear to be:
  - a. That not all of the demands were served on the Respondent
  - b. That costs have been included that are not provided for by the Lease
  - c. That insofar as the service charges claimed relate to insurance against fire (which, as set out below is the only service charge item for which express provision is made in the Lease) that insurance is not recoverable if it provides for anything other than fire.
  - d. The Applicant is put to proof that the demands relied on comply with statute
14. The tribunal has no jurisdiction in respect of the Counterclaim but at paragraph 13 of the Defence and Counterclaim the Respondent claims set off of £2,358.62 said to be paid on 26 March 2021.

15. This is (very slightly) expanded on in the paragraph of the Respondents pleadings that addresses the Counterclaim where it is said that the Respondent counterclaims any part of the amount of £2,358.62 he paid on 26 March 2021 that was not properly due and payable.

### **Applicable Law**

16. To be payable a service charge must be recoverable under the terms of the Lease. The lease is described more fully below.

17. S.19 (1) of the Landlord and Tenant Act 1985 provides:

19 Limitation of service charges: reasonableness.

(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...

18. The leading case on what is reasonable is *The London Borough of Hounslow v Waaler* [2017] EWCA Civ 45 where the Court of Appeal held that what was reasonable was a question of outcome not simply of process.

19. In *Gell v 32 St John's Road (Eastbourne) Management Co Ltd* [2021] EWCA Civ 789; [2021] 1 W.L.R. 6094 the Court of Appeal reaffirmed the longstanding proposition derived from *Yorkbrook Investments Ltd v Batten* (1985) 18 HLR 25 that it is for the party challenging the payability of a service charge to raise a prima facie case on their pleadings that a service charge is not reasonable in amount.

20. In *Sovereign Network Homes v Hakobyan & Ors* [2025] UKUT 115 (LC) (per the President) the Upper Tribunal affirmed that the process

in this Tribunal is adversarial not inquisitorial – the function of the Tribunal is to resolve the dispute as identified by the parties on their pleaded case, there are very limited circumstances in which it is appropriate for the Tribunal to take point of its own motion.

## **The Lease**

21. In light of the concessions made by the Applicant there is only one term of the Lease to which it is necessary to refer, which is Clause 1 by which, inter alia, the Applicant covenants:

*"ALSO YEILDING AND PAYING during the said term by way of further rent a yearly sum equal to the sums which the Landlord shall from time to time pay by way of premium for keeping the said premises insured against loss or damage by fire in such sum as the Landlord shall deem to be adequate in such office as the Landlord shall think proper.."*

## **Discussion**

22. The demands relied on are exhibited to the Applicant's statement of case, they appear to the Tribunal to be valid (in terms of requirement with s.47/48 of the Landlord and Tenant Act 1987, appear to be accompanied by a statement of rights and obligations and to have been given within 18 months of the date the relevant expense (insurance) was incurred.
23. The material provided to the Tribunal is not particularly easy to follow (the accounts refers to expenditure that is not sought from the Applicant and it appears never was) but when the material for each year is viewed as a whole the Tribunal is satisfied it complies with the

limited requirements of the lease and that the Applicant identified what was actually sought from the Respondent.

24. Further there appears to be nothing in the Respondents argument that the cost of insurance (which the Tribunal is satisfied is the only service charge being sought in these proceedings) is irrecoverable if the insurance goes beyond fire. There is no term in the lease to that effect (the tenant must pay the costs of insuring against fire, the lease does not say insurance that goes beyond fire will not be recoverable).
25. In practical terms there is no evidence it is possible to insure against fire only (the Tribunal's experience is that such limited insurance would have to be a bespoke product) and no evidence that the cost has been increased by the insurance going beyond fire.
26. Accordingly both as a matter of construction and applying s.19 of the Landlord and Tenant Act 1985 the Tribunal finds the costs of insurance payable as claimed.
27. The Respondent claims set off of (part of) £2,358.62 – the Tribunal simply has no information as to what this payment was or why any part of it would be irrecoverable (if indeed it was made). It is for a party asserting a set off to prove its case – the Applicant in this case has filed a rudimentary Defence, no statement of case in the Tribunal and no witness statement and has not attended the hearing to help the Tribunal understand his case. The Tribunal accordingly determines that there is no set off to the sums claimed by virtue of the matters pleaded in that respect by the Applicant.
28. The Applicant raises service in his Defence, the demands provided to the Tribunal are correctly addressed, the Respondent has not provided any evidence beyond the Defence that the demands were not correctly served. On the balance of probabilities the Tribunal determines the demands were correctly served.

29. The Tribunal accordingly finds the sums identified at paragraph 8 above are payable.

## **Appeals**

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpeastern@justice.gov.uk](mailto:rpeastern@justice.gov.uk) .

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.