



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

**Case reference** : **LON/00AW/LSC/2025/0861**

**Property** : **117C Holland Road, Kensington,  
London, W14 8AS**

**Applicant** : **Brackenbury Property Management**

**Representative** : **Anna Sanhedrin Wiechkowsk and  
James Bell**

**Respondent** : **Bharania Commercial Real Estate**

**Representative** : **No appearance**

**Type of application** : **An application under section 27A  
Landlord and Tenant Act 1985**

**Tribunal** : **Judge Adrian Jack and Steve Wheeler  
MCIEH CEnvH**

**Date of Directions** : **13<sup>th</sup> February 2026**

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**DECISION**

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1. By an application dated 25<sup>th</sup> April 2025 the applicant seeks a determination of the amounts payable by the respondent to the applicant as budgeted figures for the service charge year 2024-25 in the sum of £4,315.90 and for the service charge year 2025-26 in the sum of £4,927.60.
2. The current proceedings form part of a wider dispute between the parties, which involves other claims to the Tribunal and actions in the County Court. We are currently concerned only with the limited dispute outlined in the previous paragraph. The other Tribunal matters are LON/00AW/LAM/2023/0009 (decision issued 11<sup>th</sup> February 2026), LON/00AW/LVM/2026/0002 (application to discharge or vary an order for appointment of a manager – hearing 10:00 am on 15<sup>th</sup> May

2026) and LON/00AW/LBC/2025/0640 (determination of an alleged breach of covenant, application currently stayed until 22<sup>nd</sup> May 2026).

3. The Tribunal gave directions on 4<sup>th</sup> July 2025 and these were substantially complied with. We had a bundle of some 185 pages. At the hearing before us, the applicant appeared by Anna Sanhedrin Wiechkowski, who is the Tribunal-appointed manager of the property, and James Bell, from the firm for which Ms Sanhedrin Wiechkowski works. Also in attendance was Mr Peter Cobrin, who may be the replacement as Tribunal-appointed manager of the property for Ms Sanhedrin Wiechkowski. There is a hearing in May 2026 to determine this issue. As well as the above, Ms Veronica Senior, another tenant, was in attendance. She supported the approach taken by Ms Sanhedrin Wiechkowski to the management of the property.
4. The respondent did not attend. This is surprising since they attended before Ms Helen Bowers on 13<sup>th</sup> January 2026, where the hearing on 13<sup>th</sup> February 2026 was ordered to proceed. The Tribunal was satisfied that the respondent was notified of the hearing and considered it was in the interests of justice to proceed with the hearing.
5. In 2024-25, the budgeted figures were put by the respondent in the Scott Schedule as follows: £2,100 for roof repairs, £1,200 for fire safety compliance costs, legal costs of £1,500 and administration/management fees of £1,136.58 totalling £5,936.58. These figures are in fact more than the applicant was actually seeking by way of budgeted costs.
6. In respect of the roof repairs the respondent says: “Charged but not undertaken roof remains in disrepair, supported by photos & Mr. Avakian’s statement. Disputed in entirety.” In our judgment this is irrelevant for budgeted figures. There were delays in carrying out the roof repairs, but this was because the leak did not repeat itself and there were ongoing difficulties recovering monies from the tenants for works.
7. In respect of the fire safety head, the respondent says: “No proper works carried out to comply with statutory obligations. Breach of duty continues. Disputed in entirety.” Again the fact that the works may not have been carried out is irrelevant to the recovery of the sum as a budgeted figure. It was a reasonable sum to seek.
8. As to legal fees, the respondent says: “Legal fees from prior Tribunal proceedings wrongly included without any costs order. Not payable under lease.” The lease does permit the recovery of some legal fees: see cl 2(9). Proceedings against the respondent for breach of covenant in failing to pay service charges and in sub-letting without consent were in contemplation. The figures are reasonable.
9. As to administrative and management fees, the respondent says: “Not transparently accounted for. No supporting invoices provided.” This was a budgeted figure, so it is not surprising there were not invoices. The figures are reasonable.

10. In our judgment all of these heads of claim are in principle recoverable under the terms of the lease. The figure of £4,315.90 for 2024-25 in fact sought by the applicant is in our judgment a reasonable figure which is properly payable under the terms of the lease.
11. In 2025-26, the budgeted figure sought by the applicant is, as we have set out, £4,927.60. The respondent has, in breach of the Tribunal's directions, not set out its case in the Scott Schedule. There are thus no specific items in dispute. The total amount sought is in our judgment reasonable as a budgeted figure and we disallow nothing.
12. So far as the fees payable to the Tribunal are concerned, the Tribunal has a discretion. These comprise an issue fee of £114 and a hearing fee of £227, a total of £341. In our judgment the applicant has succeeded in full on the claim it actually made. In these circumstances, the respondent should reimburse the applicant for these sums.
13. The respondent also seeks costs pursuant to rule 13 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. We give directions for the determination of this claim below.

### **DETERMINATION**

- (a) The budgeted figures of £4,315.90 for 2024-25 and of £4,927.60 for 2025-26 are reasonable and payable by the respondent to the applicant.
- (b) The respondent do within 28 day pay the applicant £341 in respect of the fees payable to the Tribunal.
- (c) The applicant do by 27<sup>th</sup> February 2026 served on the Tribunal and on the respondent its case for payment of some or all of its costs by the respondent, such case to include all fee notes and other invoices relied upon.
- (d) The respondent do by 13<sup>th</sup> March 2026 serve on the Tribunal and on the applicant its full case in answer to the applicant's application for costs pursuant to rule 13.

**Name: Judge Adrian Jack**

**Date: 13<sup>th</sup> February 2026**

### **SCHEDULE OF 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 20**

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
  - (a) complied with in relation to the works or agreement, or
  - (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
  - (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
  - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
  - (a) an amount prescribed by, or determined in accordance with, the regulations, and
  - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

### **Section 20B**

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

### **Section 21B**

- (1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.
- (2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

- (3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.
- (4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.
- (5) Regulations under subsection (2) may make different provision for different purposes.
- (6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

**The Service Charges (Consultation Requirements) (England) Regulations 2003**

**REGULATION 2(1)**

In these regulations... "relevant period", in relation to a notice, means the period of 30 days beginning with the date of the notice...

**SCHEDULE 4 PART 2**

**CONSULTATION REQUIREMENTS FOR QUALIFYING WORKS FOR WHICH PUBLIC NOTICE IS NOT REQUIRED**

*Notice of intention*

1.—(1) The landlord shall give notice in writing of his intention to carry out qualifying works—

- (a) to each tenant; and
- (b) where a recognised tenants' association represents some or all of the tenants, to the association.

(2) The notice shall—

- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;
- (b) state the landlord's reasons for considering it necessary to carry out the proposed works;
- (c) invite the making, in writing, of observations in relation to the proposed works; and
- (d) specify—
  - (i) the address to which such observations may be sent;
  - (ii) that they must be delivered within the relevant period; and
  - (iii) the date on which the relevant period ends.

(3) The notice shall also invite each tenant and the association (if any) to propose, within the relevant period, the name of a person from whom the landlord should try to obtain an estimate for the carrying out of the proposed works.

*Inspection of description of proposed works*

2.—(1) Where a notice under paragraph 1 specifies a place and hours for inspection—

- (a) the place and hours so specified must be reasonable; and
- (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.

(2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.

*Duty to have regard to observations in relation to proposed works*

3. Where, within the relevant period, observations are made, in relation to the proposed works by any tenant or recognised tenants' association, the landlord shall have regard to those observations.

*Estimates and response to observations*

4.—(1) Where, within the relevant period, a nomination is made by a recognised tenants' association (whether or not a nomination is made by any tenant), the landlord shall try to obtain an estimate from the nominated person.

(2) Where, within the relevant period, a nomination is made by only one of the tenants (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate from the nominated person.

(3) Where, within the relevant period, a single nomination is made by more than one tenant (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate—

- (a) from the person who received the most nominations; or
- (b) if there is no such person, but two (or more) persons received the same number of nominations, being a number in excess of the nominations received by any other person, from one of those two (or more) persons; or
- (c) in any other case, from any nominated person.

(4) Where, within the relevant period, more than one nomination is made by any tenant and more than one nomination is made by a recognised tenants' association, the landlord shall try to obtain an estimate—

- (a) from at least one person nominated by a tenant; and
- (b) from at least one person nominated by the association, other than a person from whom an estimate is sought as mentioned in paragraph (a).

(5) The landlord shall, in accordance with this sub-paragraph and sub-paragraphs (6) to (9)—

- (a) obtain estimates for the carrying out of the proposed works;
- (b) supply, free of charge, a statement ('the paragraph (b) statement') setting out—
  - (i) as regards at least two of the estimates, the amount specified in the estimate as the estimated cost of the proposed works; and
  - (ii) where the landlord has received observations to which (in accordance with paragraph 3) he is required to have regard, a summary of the observations and his response to them; and
- (c) make all of the estimates available for inspection.

(6) At least one of the estimates must be that of a person wholly unconnected with the landlord.

(7) For the purpose of paragraph (6), it shall be assumed that there is a connection between a person and the landlord—

- (a) where the landlord is a company, if the person is, or is to be, a director or manager of the company or is a close relative of any such director or manager;
- (b) where the landlord is a company, and the person is a partner in a partnership, if any partner in that partnership is, or is to be, a director or manager of the company or is a close relative of any such director or manager;
- (c) where both the landlord and the person are companies, if any director or manager of one company is, or is to be, a director or manager of the other company;
- (d) where the person is a company, if the landlord is a director or manager of the company or is a close relative of any such director or manager; or
- (e) where the person is a company and the landlord is a partner in a partnership, if any partner in that partnership is a director or manager of the company or is a close relative of any such director or manager.

(8) Where the landlord has obtained an estimate from a nominated person, that estimate must be one of those to which the paragraph (b) statement relates.

(9) The paragraph (b) statement shall be supplied to, and the estimates made available for inspection by—

- (a) each tenant; and
- (b) the secretary of the recognised tenants' association (if any).

(10) The landlord shall, by notice in writing to each tenant and the association (if any)—

- (a) specify the place and hours at which the estimates may be inspected;

(b) invite the making, in writing, of observations in relation to those estimates;

(c) specify—

(i) the address to which such observations may be sent;

(ii) that they must be delivered within the relevant period; and

(iii) the date on which the relevant period ends.

(11) Paragraph 2 shall apply to estimates made available for inspection under this paragraph as it applies to a description of proposed works made available for inspection under that paragraph.

*Duty to have regard to observations in relation to estimates*

5. Where, within the relevant period, observations are made in relation to the estimates by a recognised tenants' association or, as the case may be, any tenant, the landlord shall have regard to those observations.

*Duty on entering into contract*

6.—(1) Subject to sub-paragraph (2), where the landlord enters into a contract for the carrying out of qualifying works, he shall, within 21 days of entering into the contract, by notice in writing to each tenant and the recognised tenants' association (if any)—

(a) state his reasons for awarding the contract or specify the place and hours at which a statement of those reasons may be inspected; and

(b) where he received observations to which (in accordance with paragraph 5) he was required to have regard, summarise the observations and set out his response to them.

(2) The requirements of sub-paragraph (1) do not apply where the person with whom the contract is made is a nominated person or submitted the lowest estimate.

(3) Paragraph 2 shall apply to a statement made available for inspection under this paragraph as it applies to a description of proposed works made available for inspection under that paragraph.