



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

**Case Reference** : **LON/00AE/LSC/2024/0057**

**Property** : **31A West Ella Road, London NW10 9PT**

**Applicant** : **Ms Sajul Patel**

**Representative** : **In person**

**Respondent** : **Assethold Limited**

**Representative** : **Eagerstates Limited**

**Type of Application** : **For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**

**Tribunal Members** : **Judge Dutton  
Mr S Wheeler MCIEH CEnvH**

**Date and venue of Hearing** : **10 Alfred Place, London WC1E 7LR on 15th January 2026**

**Date of Decision** : **18 February 2026**

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**DECISION**

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## **DECISIONS OF THE TRIBUNAL**

- (1) The Tribunal makes the determinations as set out under the various headings in this decision.
- (2) The Tribunal makes an order 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 lessees through any service charge.
- (3) The Tribunal determines the Respondent shall pay the Applicant £341 within 28 days of this decision in respect of the reimbursement of Tribunal fees paid by the Applicant.

### **APPLICATION**

1. The Applicant seeks a determination pursuant to Section 27A of the Landlord and Tenant Act 1985 (the Act) as to the amount of service charges payable by the Applicant in respect of the service charge years 2017/18 to 2023/24. The application was made on 2<sup>nd</sup> February 2024, and directions were issued for the first time on 11<sup>th</sup> June 2024 but subsequently on 18<sup>th</sup> September 2025 when this matter, together with another case, was listed for hearing on 15<sup>th</sup> January 2026.

### **HEARING**

2. The Applicant appeared in person, and the Respondent was not represented, nor did it attend.
3. We have been provided with a bundle of documents running to some 462 pages. We should say at this stage we are critical of the bundle of papers put before us. It is not broken down into any particular section, although it runs on a chronological basis, in the main. All the Applicant has done is include copies of the statutory demands served upon her by Eagerstates on behalf of the Applicant. There is no witness statement and there are no further comments on those demands. A Scott Schedule has been produced, which is, in part, helpful and which we will be completing in due course setting out those specific matters that were under challenge. Unfortunately, the Applicant did not refer us to the pages at which we might find the statutory demands or any evidence to support her contentions with regard to the sums to be payable if the amount was challenged rather than the principle. If the Applicant is to repeat an application before this Tribunal, she will need to prepare the bundle in a better format and more readily understood by the Tribunal dealing with the case at that time.
4. In the directions issued on 18<sup>th</sup> September 2025 by Judge Robert Latham, there was an order debarring the Respondent from taking any further part in these proceedings. That debarring order is contained at paragraphs 3 to 5 onwards of the directions. It gave the Respondent until 17<sup>th</sup> October to apply for relief, which it has not done. Accordingly, when this matter came before us for hearing on the 15<sup>th</sup> January 2026 the Respondents were debarred and we were directed to summarily determine all issues against the Respondent, its ability to address points of law only being left. The Respondent has provided no response to the application nor raised any points of law. We were satisfied that the Respondent was aware of the proceedings and the hearing but chose not to attend, or

participate, as it had throughout the process. Wee applied the provisions of rule 34 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013.

## **BACKGROUND**

5. The Property is a flat on the ground floor of a two-storey converted house. The Applicant holds under a lease, which is dated 19<sup>th</sup> June 2002. Within that lease the Respondent covenants to apply such services as set out therein and the Applicant covenants to make a 50% contribution towards those service charges payable quarterly on an arrear's basis.
6. Within the terms of the lease the lessor covenants to supply audited accounts by 25<sup>th</sup> March in each year or as soon as possible thereafter, which has not been done.

## **ISSUES**

7. The Applicant has set out on a detailed Scott Schedule the matters that she wishes to dispute and which we have followed. The Scott Schedule is annexed to this decision, and we have completed the column left blank for our use. We should make it clear that our decision relates only to the costs that the Applicant has to pay. In each of the years there is a dispute as to the building insurance and the management fee for collecting ground rent. From 2019 onwards there is also a challenge to the window cleaning. We propose to deal with these three elements as a group and will then move on to the other challenges raised by the Applicant.
8. We should say at this stage that in some cases the Applicant has included under the Cost heading the total sum that has been incurred by the Respondent. The Applicant's liability of course is to pay 50% of that and it is somewhat misleading on her part to include the totality of the works within the Scott Schedule when her liability is limited as per the lease.
9. Dealing firstly with building insurance. The sums claimed are variable for each year, but in each case it looks as though the Respondent has made use of established companies such as AXA, Aviva or Allianz. The sum claimed, as we have indicated, shown in the Scott Schedule is the total amount for each year. We have set out below a schedule of what we would calculate to be the sums properly claimable after extrapolating the broker's fee and the management charge.
10. Insofar as the management charge is concerned, a review of the lease indicates that not only are the Respondents not entitled to charge management for collecting ground rent, but there does not appear to be any provision within the terms of the lease that entitles them to make a management charge at all. Accordingly, for each of the years for which insurance is claimed we have deducted the broker's fee as we see no reason by the Respondent should pass that on to the Applicant and have also deducted the management fee. We have then divided that in half.

11. The Applicant had obtained what is said to be an alternative quote through Simply Business underwritten by Allied World Assurance Company Limited. This is set out at page 271 in the bundle and shows a charge of £581.54 presumably for the totality of the Property as the address is shown as 31 West Ella Road, London.
12. It is not the most compelling comparable evidence. However, the Respondent failed to provide any information to Ms Patel, which would have enabled her to obtain a fully comparable quote. There is no information as to the claim's history, she tells us she has seen no insurance certificate or policy and we have no indication as to whether the Respondents received commission and if they do, what they have to undertake to earn that. In those circumstances, it seems to us to be appropriate to allow a compromise on this matter. We propose to take the difference between the 'shaved down' figure sought by Eagerstates, that is to say taking away the management charge and the broker's fee, and then divide it in half to represent the Applicant's 50% liability and then applying against that half the estimated comparable quote of £581.54 (£290 rounded down) and that gives you the figures shown under the heading as Allowable Premiums on the schedule set out below.

	Respondent's Claim For Insurance Premium	Applicant's Comparable Sum	Sum Allowed
2018	£556.80	£290	$£556.80 + £290 \div 2 = \mathbf{£423}$
2019	£573.51	£290	$£573.51 + £290 \div 2 = \mathbf{£432}$
2020	£602.08	£290	$£602.08 + £290 \div 2 = \mathbf{£446}$
2021	£602.08	£290	$£602.08 + £290 \div 2 = \mathbf{£446}$
2022	£730.04	£290	$£730.04 + £290 \div 2 = \mathbf{£510}$
2023	£894.49	£290	$£894.49 + £290 \div 2 = \mathbf{£592}$
2024	£797.71	£290	$£797.71 + £290 \div 2 = \mathbf{£544}$

13. We then turn to the question of the service charges on the ground rent. As we have indicated above, we can see no provision within the lease that entitles the Respondent to charge any form of management charge. Certainly we can see no basis upon which a management charge is claimed in relation to the ground rent. In those circumstances, therefore, the management charge in respect of each item of ground rent is disallowed.
14. The third matter that we can deal with in one go is that of window cleaning. We do not consider that the Respondent is entitled to claim for the cost of window cleaning by reference to the terms of the lease. This can be found at page 35 onwards in the bundle and in the Regulations it is quite clear at paragraph 4 of that schedule as set out "*The lessee shall at all times during the said term keep all the windows of their properties and the cisterns and the boilers in their properties properly cleansed and in particular shall clean all windows of their properties at least once every month*" ...
15. We consider that this is clearly an obligation that falls on the Applicant and her fellow tenants and in those circumstances, therefore, we disallow any claim for window cleaning raised by the Respondent.

## **FIRE SAFETY SURVEY FOR EACH YEAR**

16. In the service charge year 2019 and on other occasions to which we will refer, there is a claim in respect of a **fire safety survey**. The first thing that should be recorded is the fact that we understand the common parts to consist of a small lobby from which there is a door to the Applicant's flat and a door to the stairs leading to the upper floor occupied by another tenant. Within the common parts there appears to be a cupboard containing the common parts meter, there is we are told a connected fire alarm both in the common parts and in the flats, emergency lighting and a smoke detector.
17. The first demand for the payment in respect of a fire, health and safety survey is made by Eagerstates on 25<sup>th</sup> July 2018 (page 79 in the bundle) seeking an invoice payment of £228 plus agent's fees of £41.04, the half share of which is payable by Ms Patel, at £134.52. Shown on the schedule this is another example of Ms Patel including the totality of the claim and not the amount that she is being asked to pay.
18. The essence of Ms Patel's dispute is that there are unnecessary surveys carried out and that the cost of same are too high.
19. Included within the bundle there are invoices for surveys carried out in 2018, 2020, 2021, 2022 and 2023. It is not until 2022 when a report of LFP is produced, that there appears to be any real evidence that a survey has been conducted. We think it is reasonable for the landlord to undertake a survey, although there is an issue as to the cost of same given that this is a fairly standard converted two-storey property with attic space as shown on the photographs at the front of the fire risk assessment report. A second report was produced on the 2<sup>nd</sup> January 2024 at page 283 in the bundle following a report prepared on 22<sup>nd</sup> December 2022 shown at page 205 of the bundle. We consider it unnecessary to conduct these surveys on an annual basis to this degree. Indeed the report itself under the heading Review says the assessment should be reviewed when there are significant changes and if an accident occurs or reason to be believe the review is no longer valid. In any event, an annual review should be carried out as recommended good practice. An annual review seems to us to require somebody to attend the property and to ensure that there have been no alterations or changes or any accidents which might affect the validity. It does not require a full complete survey to be undertaken just over 12 months later than the first one.
20. In those circumstances whilst we would be prepared to accept the survey carried out in 2022 at a total cost of £408, we disallow the survey the following year. In addition, we disallow the surveys in 2020 and 2021. We will allow a cost of a survey in 2019 Scott Schedule, but we bear in mind the alleged comparable quotes that Ms Patel has obtained at page 313 of the bundle showing a cost for a risk assessment of the common areas at £130.80 inclusive of VAT. In the absence of any invoices in respect of these surveys, we are of the view that the comparable of £130.80 should be recoverable instead of the £228 sought for 2019 of which Ms Patel is obliged to pay half.

## **FIRE SAFETY SERVICE FOR EACH YEAR**

21. We then turn on to the **fire safety service costs**. These have been sought every year and for the period 2018 to 2022 inclusive the company used is ESP and the demands from Eagerstates are shown but no invoice to support this sum. The Applicant has obtained alternative quote from LCL, which indicates a total charge for considering fire safety issues and emergency lighting at the common parts for this Property at £110. We can accept an annual inspection of the lighting and the alarms and will therefore allow a charge of £110 in total, giving the liability to the Applicant of £55.

### **DRAIN WORKS 2020**

22. After insurance, ground rent and window cleaning the next item on the service charge for the year **2020** Scott Schedule is **drain works**. This is by reference to a demand from Eagerstates dated 16<sup>th</sup> April 2019 at page 98. It refers to an Aquevo estimate of £660 with a management fee of nearly 50%. There is no supporting invoice and the Respondent denies the works have been carried out. Given the lack of involvement on the part of the Respondent, we accept the Applicant's contention that the works were not done and accordingly this sum is disallowed in full.

### **FIRE DOOR SURVEY AND INSPECTION 2022**

23. There appear to be three invoices for this within the bundle starting at page 167 and running through to 169. First at page 167 is a fire door survey at £169.20 said to have been undertaken by Security Masters. There then follows at page 168 a fire door inspection by AAM for £720 on 4<sup>th</sup> November 2021 and this is followed a further fire door inspection by Security Masters on 15<sup>th</sup> December 2021 for £70.20. We do not understand the need for two fire door surveys and a fire door inspection. No information is given on these nor do we have copies of any invoices to show what works were undertaken. In those circumstances and given the Respondent's debarring from defending the matter, we disallow both the charges shown on the Scott Schedule for the year 2022 at £99.88 and £42.48. It does not seem that the third invoice dated 15<sup>th</sup> December 2021 is actually challenged.

### **EICR REMEDIAL WORKS AND EMERGENCY LIGHTING REPAIRS 2022**

24. On page 133 invoice dated 12<sup>th</sup> July 2021 the total sum claimed by the Respondent is £467.28 for ECIR report of which of course the Applicant only has to pay half. In any event it would seem from the alternative costings provided by PAT Testing London a figure of £154.80 is reasonable and accordingly we reduce the sum claimed here to a figure of half that amount namely £77.40.
25. As to the emergency lighting repairs, we have noted the invoice provided by the managing agents, which gives no information other than to say it is M2M invoice of £380 inclusive of VAT. An alternative quote has been obtained by Ms Patel to deal with the works that she understood were required as set out at page 150 of the bundle showing a cost of £239 plus VAT giving a total sum of £286.80, considerably less than the amount that the Respondent seeks. The claim is only

that this is excessive and accordingly we therefore allow the sum of £143.40 as being a cost attributable to the repair.

### **COST ASSESSMENT FOR INSURANCE 2022**

26. The demand is at page 153 of the bundle dated 9<sup>th</sup> June 2020. This shows a claim for £217.80 but there is no supporting report and there is no supporting invoice. In those circumstances we disallow this cost in full.

### **PLANNED PREVENTATIVE MAINTENANCE SURVEY 2022**

27. We then turn to the planned maintenance survey, the invoice for which is dated 25<sup>th</sup> May 2021 in the sum of £558 inclusive. A report accompanies this from JMC Chartered Surveyors based in Prestwich in Manchester. This confirms that an inspection was undertaken in March of 2021. The report indicates that there was an inspection of the common parts and the external elements of the Property indicating that some works require immediate attention and others not so urgent. As far as we understand it from the Applicant, the works set out on this report have not been undertaken. No alternative quotes are provided and it would seem that the cost, the total of which is £558, would be split and give the Applicant a liability of £279, which we find is reasonable.

### **GUTTERING WORKS 2023**

28. There appear to be two invoices for gutter cleaning, one in July of 2022 and the other in December of 2022 both for £108 plus the extra. We are told by Ms Patel nobody has ever revisited the Property to carry out gutter cleaning and that access to clean the gutters at the rear would be required and was not sought. In those circumstances and in the absence of any invoice to support these works, they are disallowed in full.

### **ELECTRICAL WORKS 2023**

29. On the Scott Schedule there are two electrical works claimed, apparently details were requested for both, but nothing was provided to Ms Patel from the Respondent. Again, in the absence of any documentation to support the need for and the works carried out, both these items are disallowed in full.

### **FHS RISK ASSESSMENT 2023**

30. We then turn to the general health and safety and fire risk assessment report by LFP, which is dated 22<sup>nd</sup> December 2022. This is the first such report that has been produced. The Applicant says this was carried out in 2018, although no report has been produced. This is the first time we have seen a report, and it seems to us that it was reasonable for this to be undertaken at this time. It does not mean that we accept the subsequent risk assessment report. We will on this occasion, however, allow the sum of £408 of which the Applicant has to pay £204.

### **ELECTRICITY**

31. The invoice for this is by demand of 9<sup>th</sup> May 2022 showing the sum of £296.40 as being owed. It seems a subsequent invoice was produced but that was not included in the bundle. What was included in the bundle, however, was a credit note from Southern Electric in the sum of £296.40, which covers the original demand. On the face of it, therefore, no electricity is due and owing and accordingly this amount is disallowed.

### **GATE REPAIR 2023**

32. There appears to have been an issue with regard to a nail jutting out from the gatepost, which is referred to in the first health and safety report. A simple expedient would appear to have taken a hammer to it to knock the nail in. It appears, however, that somebody attended the Property under the cloak of darkness and took away the gatepost meaning that there was no latch, which could be used to shut the gate. In those circumstances we cannot see that this was a gate repair and, in any event, appears not to be recoverable. Accordingly, the sum claimed by the Respondent is disallowed in full.

### **STEP REPAIR & WEED CUTTING 2023**

33. At page 244 in the bundle is an invoice/demand from Eagerstates dated 26<sup>th</sup> October 2022 in the sum of £475 referring to a Superior invoice. As has been the case throughout, no invoice was produced. What we did have was a photograph at page 246 apparently taken by Ms Patel's tenant. This shows immediately after the demand had been made that there appeared to be no repairs carried out to the step and it is impossible to tell whether or not there was any weeding but the area in question is very small and, in any event, therefore the costs which have not been satisfactorily explained or proved are not allowed. We therefore disallow this sum in full.

### **BNO STANDARD AUDIT AND ADVANCE ELECTRICAL AUDIT 2023**

34. It appears that this audit was carried out twice. Access to the tenants' properties was not available, we were told because no request was made for access to be granted. Apparently, the Applicant Ms Patel has a tenant who is in the Property during the day and could have easily afforded access had she been requested to do so. In those circumstances we do not think that any of these charges have been properly proved and are therefore not allowed. We do remind ourselves that there was the earlier assessment by way of ECIR for which we have in part allowed some cost. In those circumstances these seem to be an unnecessary duplication of works, and we are told that the company in question is not NICEIC registered. We are not convinced that this assertion put forward by the Applicant is correct.

### **ROOF WORKS 2023**

35. The demand from Eagerstates refers to a SFM invoice in the sum of £498. No copy of such invoice has been produced. The Applicant considered that there was limited amount of work required and certainly from the photographs produced by those companies that inspected the Property and the planned maintenance report, immediate works were not necessary to the roof itself. The planned

maintenance refers to works being undertaken the parapet walls and would have been in March of 2021. It is unclear, therefore, what the invoice is for at page 264 dated February 2023 for £498. The Applicant appears to accept that two tiles were replaced, and she has put forward her own quote of £170 for this. We will accept the Applicant's evidence in this regard and allow the sum of £85 for the roofing works disallowing the rest.

36. We then turn to the **year 2024**. Again, we have dealt with insurance and window cleaning. Insofar as the fire risk assessment is concerned, one was carried out the previous year, and we do not think it is necessary for there to be two expensive surveys of this nature within that short period of time. In those circumstances this is disallowed.

### **ADVANCED ELECTRICAL AUDIT 2024**

37. An EICR Check was undertaken in 2022, and we do not consider this needs to be repeated two years later and therefore we disallow this cost.

### **GUTTERS**

38. As before it is disputed that this work was carried out. The Applicant nor her tenant knew nothing of this and would have needed to give access to the rear. The sum claimed is disallowed.

### **FASCIA**

39. This is one instance where there is a supportive invoice. The costs seem excessive for the works covered in the narrative on the invoice at page 333 of the bundle. However, there is no alternative quote we can rely upon and with reluctance we will allow this sum.
40. That appears to conclude the entries that are shown on the Scott Schedule which we have completed and which is attached to this decision.
41. We were asked to consider the question of an application under section 20C and we have no hesitation in making an order preventing the landlord from recovering the costs of these proceedings through the service charge. It is not clear in any event that such provision remains within the lease.
42. We also order that the Respondent should reimburse the Applicant in the sum of £341 in respect of the fees paid to the Tribunal for these proceedings.
43. The Applicant has issued a further application for the following year and directions have been issued. In the light of the findings that we have made in this decision the parties might like to consider whether they can reach some form of compromise so that this does not have to come back before the Tribunal.
41. We understand that an application for an appointment of manager is also being sought and in the light of our findings concerning the management fee, the Respondent might like to consider whether this is an application they wish to

oppose. It is of course a matter for them and any defence that they put in in those proceedings will be considered by the Tribunal at the time.

Judge: Andrew Dutton  
A A Dutton

Date: 18 February 2026

### **ANNEX – RIGHTS OF APPEAL**

1. 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 at the Regional Office which has been dealing with the case.
2. 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.
3. If the application is not made within the 28-day time limit, such application must include a request to 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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie 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.