



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

- Case Reference** : HAV/00MS/LSC/2025/0638
- Property** : 11 Clifton Gardens
Clifton Road
Southampton
SO15 4GX
- Applicant** : Mr Khalid Amer
- Representative** : Clifton Gardens Management Limited
- Named Respondent** : Maybeck Collections Limited amended to
FirstPort Property Services
- Representative** : None
- Type of Application** : Application for a determination of liability to pay
and reasonableness of service charges section
27A Landlord and Tenant Act 1985.

Application for a determination as to liability to
pay an administration charge Schedule 11 of the
Commonhold and Leasehold Reform Act 2002.
- Tribunal Member** : I R Perry FRICS
- Date of Decision** : 15th January 2026

DECISION

Summary of the Decision

- 1. The Tribunal determines that the administration charges, legal fees, interest and debt recovery fees charged to the Applicant are reasonable and payable.**
- 2. The Tribunal determined that it would not be just and equitable to allow the application under Schedule 11 of the Commonhold and Leasehold Reform Act 2002.**

Background

1. The Applicant has made an application for determination of liability to pay and reasonableness of service charges for the years 2023, 2024 and 2025. The application was received on 14th March 2025.
2. The Applicant further seeks an order pursuant to paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 (“the Act”).
3. The application is in relation to administration charges, legal fees and debt recovery fees.
4. The Tribunal considered that the appropriate application to make would have been an application for a determination as to liability to pay an administration charge under the Act and determined to treat the application as such. Neither party objected to this.
5. Directions were issued on 21st May 2025 requiring the Applicant to send the Respondent a signed and dated statement of truth, copies of relevant documents, witness statements and representations to prevent the Landlord from recovering litigation costs from a tenant by 18th June 2025.
6. The Respondent was required to reply to the Applicant by 16th July 2025, and the Applicant was directed to make any response to the Respondent’s case by 30th July 2025.
7. On 30th May 2025 the named Respondent wrote to the Tribunal, with a copy to the Applicant, stating that they should not be listed as the Respondent and naming Clifton Gardens Management Company (“Clifton Gardens”) as the correct Respondent whose agent was named as FirstPort Property Services (“FirstPort”).
8. The required bundle was not received by the Tribunal. On 22nd August 2025 the Tribunal wrote to FirstPort c/o Clifton Gardens advising them that as the required bundle had not been received the Application had been struck out.

9. By an email dated 18th August 2025 and subsequent case management application dated 22nd August 2025 the Applicant applied for reinstatement of the application.
10. The Tribunal agreed to the Applicant's request and on 22nd September 2025 the application was reinstated and further directions were issued. These directions named FirstPort as the Respondent's Representative, were explicit about the contents and form of the bundle to be provided by the Applicant noting that the Application would be struck out if the bundle was not received by 29th October 2025.
11. The Applicant submitted a bundle received by the Tribunal on 30th October 2025. The Respondent's representative had acknowledged receipt of the bundle.
12. On 7th November 2025 the Tribunal issued further directions and gave notice that the Respondent would be barred from further participation in the proceedings unless it supplied a statement of truth in response to the Applicant's case and a signed written authority for FirstPort Property Services Limited, its apparent representative to represent it. Those directions recorded that the Respondent would be barred from taking any further part in the proceedings if it did not respond by 17th November 2025. It was stated that the Tribunal would issue further directions following expiry of the deadline.
13. The Tribunal received no correspondence from the Respondent or its alleged representative and therefore on the 6th January 2026 the Respondent was barred from taking any further part in these proceedings.
14. On 12th January 2026 the Tribunal considered and reached a determination on the case.

Submissions

15. The Tribunal was provided with a copy of the Lease for the property. Within the Lease the Tenant covenants to the Landlord and the Management Company to pay the Rent on the days and in the manner set out in the Lease, to pay the Service Charge and to pay interest on any arrears.
16. Within the Lease the Management Company covenants with the Tenant to enforce the covenants in terms similar to those contained within the lease on the part of the lessees of other flats within the building.
17. The Applicant's Witness Statement is dated 22nd October 2025 and sets out the initial circumstances in which service charge arrears arose.
18. The Applicant explains that the Property was first acquired with his wife in January 2023 and has been tenanted since February 2023. The Applicant states that they failed to make contact with Beals who were

the service charge management company at the time, and that from the very beginning “the fault is ours”.

19. On 19th July 2024 their tenant asked them to collect a bundle of letters from the flat. A letter from FirstPort within the bundle stated that FirstPort had taken over Beals as of December 2023. By this time the Applicant and his wife were in arrears.
20. On 11th July 2024 FirstPort had passed the matter to their solicitors/debt collectors, Maybeck Collections.
21. The Applicant states that no reasonable efforts had been made to contact them directly to resolve the matter. The outstanding balance on their account at that time was £3,866.08. The Applicant responded suggesting that they pay by monthly instalments and questioned what they considered to be unreasonable charges.
22. The Applicant sets out a detailed history of contact with Maybeck and details a payment agreement that was reached but they then missed a scheduled payment on 27th December 2024.
23. On 8th January 2025 Maybeck wrote to the Applicants of their intention to commence legal proceedings with a demand in advance for the service charge for 2025 in the sum of £1,576.80.
24. Further administration charges were added to their account with FirstPort including referral fees, claim warning fee and late payment of interest.
25. The Applicant asserts that these charges were unnecessary, unreasonable and inflationary. Further he questions whether it was FirstPort’s duty to remind him when payments were due, to provide statements of account including payments and asserts that penalties and charges have been imposed without prior agreement.
26. The Applicant wrote to FirstPort on 17th January 2025 admitting his initial mistake of not setting up a direct debit and subsequently applied to the Tribunal on 14th March 2024 (sic), the application referred to is dated 12th March 2025.
27. In February 2025 the Applicant was contacted by HSBC Bank as mortgagors informing him that the bank had been contacted by Maybeck Collections with an application to settle Service charge arrears.
28. The Applicant asks the Tribunal to provide “an amicable solution to this saga, and we envisage this to be setting a standing charge to the true Service Charges and Land Registry fees, scrapping all unreasonable and unwarranted charges as detailed” and “for the court to investigate appropriateness, liability and reasonableness of disputed

items in FirstPort statement of accounts, published 6th March 2025 [highlighted in page 104]”.

29. The Tribunal received no submission from the Respondent.

The Law

3. The Landlord and Tenant Act 1985 provides a statutory framework for the management of service charges imposed by a landlord on a tenant. Section 18 provides a broad definition of “*service charge*” and “*relevant costs*”.
4. Section 19 limits the amount of “*relevant costs*” that can be recovered through a service charge, as follows.

“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, and*
- (b) where they are incurred on the provision 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”.*

5. In relation to “on account” service charges, section 19(2) provides as follows.

“(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”.

6. Section 27A explains how service charge disputes are to be resolved. It provides as follows, so far as is relevant.

“27A. Liability to pay services charges: jurisdiction

(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”.

7. Section 20C of the Landlord and Tenant Act 1985 provides that a landlord’s costs in connection with legal proceedings, such as the application before this Tribunal, can be excluded from a service charge.

“20C. Limitation of service charges: costs of proceedings

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings

before a court, residential property tribunal or leasehold valuation tribunal or the First-tier Tribunal, or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

...

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances”.

8. A similar provision in relation to administration charges is found at paragraph 5A of schedule 11 to the Commonhold and Leasehold Reform Act 2002.
9. Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 allows the Tribunal to order a party to reimburse another party for any Tribunal fees paid.
10. General contractual law principles apply to the payment of service charges. To the extent that a lease does not require a leaseholder to pay for services, they are not obliged to do so.

Consideration and Determination

30. The Landlord has a responsibility to other tenants in the building to enforce the relevant terms of the lease of all the properties within the building. This includes every tenant's contributions to the service charge account.
31. In his statement the Applicant accepts that “from the very beginning” the original fault in this case lies with him and his wife.
32. The Applicant purchased the property in January 2023 and made no payments for Service Charge until he was asked by his tenant to collect correspondence from the property in July 2024, some 19 months later. He states that this was when he first realised that he was not paying any service charge. He had not paid Beals or FirstPort. By his own admission the Applicant was in arrears from day one of his ownership.
33. In the absence of any other communication informing them otherwise the Tribunal considers that the freeholder or their agent was justified in writing to the Applicant at the property.
34. Once in arrears the freeholder was put to extra costs in efforts to recover the debt and was not obligated to agree any form of payment plan.
35. Notwithstanding, a plan was agreed, but the Applicant failed to make a payment in December 2024. Again, this was at no fault of the Landlord.

36. The amount of the service charges themselves are not disputed. The Applicant has not shown that any of the additional charges are unreasonable or excessive.
37. Relying on its own experience the Tribunal determines that the additional charges for letters, administration, legal review, referral fees, debt recovery costs, interest and mortgage correspondence are all within a normal range and are therefore reasonable and payable by the Applicant.
38. The Tribunal does not have jurisdiction to impose any form of payment plan.
39. Having reached the above decision, the Tribunal considered whether the administrative costs incurred by the Landlord in this case should be regarded as relevant costs to be taken into account in determining the amount of any service charges.
40. Given that the Applicant has failed in his application the Tribunal determines that it would not be just and equitable to allow the application under Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

RIGHTS OF APPEAL

41. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk
31. 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.
32. 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.
33. 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.