



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

**Case reference** : **LON/00AH/LSC/2025/0882**

**Property** : **70 The Woodlands, London, SE19 3EH**

**Applicant** : **The Woodlands Beulah Hill Limited**

**Representative** : **Mr Lansman (Counsel)**

**Respondent** : **Mr Michael Barry Desmond**

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

**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** : **Ms S Beckwith MRICS  
Ms M Bygrave MRICS**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of decision** : **23 February 2026**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal determines that the following sums are payable by the Respondent in respect of the service charge budgets for the years:  
  
Year ending 2022: £2,436.00  
Year ending 2023: £2,504.04  
Year ending 2024: £2,504.01  
Year ending 2025: £2,448.01  
Year ending 2026: £2,448.01
- (2) The tribunal determines that the sum of £100 is payable by the Respondent in respect of an additional cleaning fee.
- (3) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985.

## **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charges payable by the Respondent in respect of the service charge years ending 2022 to 2026.

## **The hearing**

2. A hearing took place on 19 January 2026. The Applicant was represented by Mr Lansman at the hearing and the Respondent appeared in person. The Applicant Ms Miller was present, as well as the Applicant’s witness, Professor Miller. The Respondent’s property manager Ms Michaels attended as a witness.
3. The tribunal had a bundle of 561 pages, a skeleton argument from the Applicant and a skeleton argument from the Respondent.
4. During the hearing the Respondent raised the matter of a Scott Schedule which he had sent to the Tribunal and the Applicant. This Schedule did not appear in the bundle, but this had not been raised by the Respondent prior to the hearing or when given the opportunity by the tribunal to confirm that the bundle was correct and agreed. During a break the tribunal located the Scott Schedule and confirmed that it did not contain any additional challenges to specific items of service charge. It contained the same general challenge to the entirety of the amounts demanded for each service charge year as set out below.

## **The background**

5. The property which is the subject of this application is a two bedroom second floor flat within a development of 112 flats known as The Woodlands.
6. Photographs of the building were provided in the hearing bundle. Neither party requested an inspection prior to the hearing. The Respondent raised the possibility of an inspection during the hearing, however, the tribunal did not consider that one was necessary, due to the determinations set out below.
7. The Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

## **The issues**

8. At the start of the hearing the parties identified the relevant issues for determination as follows:
  - (i) The payability and/or reasonableness of service charges for the service charge years ending 2022 to 2026.
  - (ii) The payability and/or reasonableness of the cleaning fee of £100 levied in July 2022.
9. During the hearing the Respondent confirmed that he was no longer challenging the following:
  - (i) The major works charge of £13,545.57 levied in July 2022 (subsequently adjusted in November 2022).
10. These major works relate to external decorations and refurbishments to the main block. This was known as Phase 2 of works recommended by a ten year maintenance plan commissioned in 2021.
11. It was confirmed by the Applicant's Representative that service charge accounts had not been produced or sent to the Respondent within the timescales set out in the tribunal's directions. Despite being referred to as "actuals" within the Applicant's Statement of Case, the service charges claimed were estimates in respect of each service charge year before the tribunal. The jurisdiction of the tribunal with regards to the reasonableness of the service charges falls under Section 19(2) of the 1985 Act.

12. Once the accounts have been provided to the Respondent and a reconciliation exercise undertaken based on the actual costs expended, the Respondent will be able to make an application under S.27A to challenge the actual charges should he wish to do so.
13. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows. Numbers in square brackets relate to the relevant pages in the bundle.

### **The lease**

14. The lease of the Property is dated 25 August 1983 (“the Lease”) [56-89].
15. Tenant’s covenants are set out at Clause 4 of the Lease and include:

*(A) In respect of every Maintenance Year to pay the Maintenance Contribution to the Lessor by instalments on the twenty fifth day of March immediate at the commencement of the Maintenance Year and also to pay a due proportion of any Maintenance Adjustment pursuant to paragraph 3 of Part III of the Fourth Schedule [...]*

16. The definition of the Maintenance Year is:

*every twelve monthly period ending on twenty fourth day of March [...]*

17. The definition of the Maintenance Contribution is:

*a sum equal to the proportion appropriate to the Flat (as specified in Part 1 of the Fourth Schedule subject to the provisions of Part II of that Schedule) of the aggregate annual maintenance provision for the whole of the Building for each Maintenance Year (as compute in accordance with the provisions of Part III of the same Schedule).*

18. The calculation of the Maintenance Contribution is set out in the Fourth Schedule. The maintenance provision to which the Lessee has to contribute includes:

- (i) *The expenditure estimated as reasonably likely to be incurred after taking into consideration all relevant factors in the Maintenance Year by the Lessor for the purpose mentioned in the Fifth Schedule together with*
- (ii) *An appropriate amount as a reserve for or towards such of the matters mentioned in the Fifth Schedule as are likely to give*

*rise to expenditure after such Maintenance Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year during such unexpired term or under Clause 4(C) including (without prejudice to the generality of the foregoing) such matter as the painting of the common parts the front and back door and door frames and the exterior of the Building the repair of the structure thereof the repair of drains and the overhaul renewal and modernisation of any plan or machinery (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the maintenance provision shall not unduly fluctuate from year to year*

*(iii) Reduced by any unexpected reserve already made pursuant to sub-paragraph (ii) hereof in respect of any such expenditure as is mentioned in sub-paragraph (i) hereof.*

19. The Fifth Schedule details the services to be provided by the Lessor and paid for from the Maintenance Contribution.
20. Reconciliation of the service charges and balancing charges are provided for under Clause 3 of the Fourth Schedule.

### **Service charge budgets for the years ending 2022 to 2026**

21. The Respondent has not paid the service charge demands for each service charge year as follows:

Year ending 2022: £2,436.00

Year ending 2023: £2,504.04

Year ending 2024: £2,504.01

Year ending 2025: £2,448.01

Year ending 2026: £2,448.01

22. The Respondent had also not paid the sum of £13,545.57 for the major works. During the hearing the Respondent conceded that this sum was payable and therefore the tribunal did not hear evidence on this issue.
23. The Applicant's case is that the service charges are payable under the terms of the lease. Within the bundle they provided the budgets for each of the service charge years [112-125] and the demands issued to the Respondent [96, 97, 103-104, 105-106, 107-108]. Mr Lansman submitted that in his Statements and evidence the Respondent has not challenged payability under the lease or raised any issue with the format of the demands.
24. The budgets include a range of services including cleaning, gardening electricity, pest control, maintenance work, parking control, insurance,

administration and management fees. The Respondent did not challenge any individual item within the service charge budgets on the basis of payability or reasonableness.

25. The Respondent's case as to why he should not pay the service charges is that his Property has been in a poor state of repair, which had cost him money in cleaning of mould and refurbishment. The Respondent claimed that various works to the Property had cost a total of £17,500. He provided no evidence of what works had been undertaken or invoices to demonstrate the charges incurred. A figure of £30,000 was also cited for loss of rent, again without any supporting evidence as to the amount the Property was usually let for and dates when it could not be let.
26. The Respondent's pleadings on this matter are contradictory. In his statement of case dated 4 November 2025 [401-403], the Respondent asks for the Applicant's case to be struck out, because they have not allowed quiet enjoyment of the Property, not contributed to the loss of rental income or cost of repairs resulting from the damp and mould.
27. In his statement dated 12 December 2025 [505-506] he confirms that he is not seeking damages, compensation or set-off. He "*accepts that service charges are in principle payable under the lease*", but wishes the tribunal to decide whether the sums demanded reflect expenditure that was reasonably incurred at the relevant time. He refers to correspondence from Environmental Health Officers [508] which is illegible. No evidence has been provided to suggest why the service charges demanded were not reasonable.
28. The Respondent's Skeleton Argument is different again, outlining arguments which have not been pleaded within the initial Statement of Case. Mr Desmond suggests service charges are not payable due to the Applicant being in breach of their obligations under the lease to repair the structure, exterior and external pipes, drains and common parts. No legal argument has been put forward to support these claims.
29. The Respondent claims the Applicant is aware of the issue and has not taken appropriate action. No evidence has been provided to the tribunal as to any recent correspondence with the Landlord. The only correspondence in the bundle dated back to 2000 [406] and 2001 [407]. Ms Michaels confirmed that she had initially contacted the Applicant in 2023 to report the issues and had followed up by e-mail "four or five times" since, but was unable to provide this correspondence due to an IT issue.
30. Mr Desmond claimed during the hearing that he had not received any service charge demands due to his office having been closed. He could not confirm whether or not he had provided an alternative correspondence address to the Applicant. This point was not pleaded in either Statement of Case within the bundle.

31. Undated photographs [407-411] show the Property with issues of damp and mould. A report undertaken by CWA at the request of the Landlord [383-390] confirms that there are dampness and condensation issues at the Property at the date of their inspection on 12 June 2024. The issues highlighted are suggested to have resulted from water penetration through the external wall, windows having been replaced without external sealant and lack of ventilation. The Respondent complains that this report was not shared with him at the time it was issued and he only received it as part of the tribunal disclosure.
32. Professor Miller, a former Director of the Applicant, provided witness evidence that the guttering identified as an issue in the CWA report has been replaced. Render repairs have also been carried out as part of the phased major works programme.
33. Professor Miller confirmed that photographs of his own flat are included in the bundle [519-525]. His flat has not been affected by damp and mould issues, which he believes is due to double glazed windows and ventilation having been installed and it being properly heated.
34. In response, Mr Lansman on behalf of the Applicant submitted that if any works were needed, it was reasonable to do them. Mr Desmond's evidence supports the fact that ongoing maintenance and the major works were needed. Mr Lansman argues that the Respondent has not established a disrepair claim, having not evidenced who is responsible for the issues at the Property.

### **The tribunal's decision**

35. The tribunal determines that the service charge estimates for each year ending 2022 to 2026 are payable by the Respondent.

### **Reasons for the tribunal's decision**

36. Clause 4(A) of the Lease requires the Respondent to pay service charges on account in accordance with a budget provided by the Applicant calculated in accordance with the provisions of the Third Schedule of the Lease. The Applicant has provided those budgets.
37. The Respondent has not presented any case as to why the annual service charges are not payable or are not reasonable. He has not claimed the services are not provided or the charges are too high for any of the services. He believes that he should not pay them because of general issues with the repair of the building. He made no connection between the repairs he says were not done to the building and the annual service charges he challenges.

38. The Respondent did not raise any issues with the service of demands in either of his statements of case and did not adduce any evidence relating to this issue. We therefore have not found these to be arguments validly brought.
39. The application before the tribunal concerns the payability and/or reasonableness of service charges under the 1985 Act.
40. The tribunal finds that the Respondent has not made out a case as to why the service charges demanded are not payable or reasonable. The tribunal finds that the service charges demanded are payable and reasonable.

### **Cleaning charge of £100**

41. This charge is termed an “ad hoc invoice” in respect of “Cleaning after Flat 70 Renovations” [99]. The Applicant’s Representative submits that this amount was properly incurred and demanded.
42. The Respondent’s argument is the same as with all service charges demanded for the Property. He does not believe that he should pay, due to the costs he has incurred in maintaining the Property as a result of the Applicant’s failure to repair the building.

### **The tribunal’s decision**

43. The tribunal determines that the cleaning charge of £100 is payable by the Respondent.

### **Reasons for the tribunal’s decision**

44. The Respondent has provided no specific challenge to the payability or reasonableness of this charge. The tribunal therefore has no reason to find that it is not payable.

### **Application under s.20C and refund of fees**

45. At the hearing, the Respondent applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it will not make an order under section 20C of the 1985 Act.

**Name:** Ms S Beckwith MRICS

**Date:** 23 February 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).