



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

**Case reference** : **LON/00AS/LSC/2025/1034**

**Property** : **48 Merrivale Mews, London UB7 7LZ**

**Applicant** : **Richard Freemantle**

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

**Respondent** : **Tavistock (Yiewsley) Management  
Company Limited**

**Representative** : **JFM Block Management and Estate  
Management**

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

**Tribunal** : **Deputy District Judge Samuel sitting as  
a Tribunal Chair  
Jennifer Rodericks MRICS**

**Date of Decision** : **20 February 2026**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal determines that the sum of £6,635.16 **is not payable** by the Applicant in respect of the service charges for the years 2012-2020.
- (2) Inasmuch as the amount sought by the Respondent includes administrative charges in respect of litigation costs, these are not payable pursuant to paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
- (3) The tribunal makes the determinations as set out under the various headings in this Decision.
- (4) 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.
- (5) The tribunal determines that the Respondent shall pay the Applicant £227.00 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

## **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of service charges and, if applicable, administration charges payable by the Applicant in respect of the service charge years 2012 to 2020.

## **The hearing**

2. The Applicant appeared in person at the hearing and the Respondent did not attend.
3. The Respondent has supplied some documentation to the Tribunal and representations when faced with a barring order due to failures to comply with the Directions of 28 October 2025. Those directions followed an in person case management conference at which the Respondent also did not attend.
4. No explanation or representations were received in relation to their non-attendance and, after giving a short delay to the start of the hearing to allow late attendance, the Tribunal determined to continue in their absence.

5. In their response to the notice of intention to bar the Respondent, JFM replied on 5 January 2026:

*The Respondent cannot provide the following documents because they are not held by the Respondent and are not within the Respondent's possession or control:*

1. **Service charge year-end accounts** for the period **2012–2017**.
  - *The Respondent confirms that 2018 figures are available within the 2019 accounts documentation.*
2. **2012, 2013 & 2016** – statement and invoices (not provided to the Respondent by previous managing agent).
3. **2017** – invoices (not provided to the Respondent).
4. *Any other internal accounting records, reconciliations, contractor packs, correspondence files, or invoice archives that were retained by Goldfield, as former managing agent, which were not transferred to the Respondent and cannot now be sourced.*

***Reason documents cannot be produced:***

*Goldfield, the former managing agent, is no longer trading. The Respondent does not hold Goldfield's internal documentation, and it is not within the Respondent's possession or control. The Respondent has disclosed all documents currently held and cannot source additional records from a non-trading entity.*

6. There was no usual bundle. The Applicant had presented a bundle of 40 pages including his statement of case and exhibits in support. The Respondents had sent documents in a zip file which had time limited access. By the time the Tribunal were sent the papers, the link had timed out. The Applicant had however accessed them and summarised their contents in his representations. From the zip file it appears that what they did include were invoices and Barclays bank statements for other years and which the Applicant told the Tribunal were mostly evidence of payments made by leaseholders.

**The background**

7. The property which is the subject of this application is a block of four flats each with their own entrance. The block is within an estate of 74 flats.
8. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
9. The Applicant 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 and will be referred to below, where appropriate.

### **The issues**

10. From the directions the following issues were identified as the relevant issues for determination as follows:
  - a. Service charge years from 2012 to 2020 (the question of limitation was raised) during the period of Goldfield's management.
  - b. Whether the works are within the landlord's obligations under the lease/ whether the cost of works are payable by the leaseholder under the lease?
  - c. Whether the costs are payable by reason of section 20B of the 1985 Act?
  - d. Whether the costs of the works are reasonable, in particular in relation to the nature of the works, the contract price and the supervision and management fee?
  - e. Whether JFM was entitled to retain the sum of £3,000 as against the historic charges or whether, as is contended by Mr Freemantle, it should be used to meet the expenses from 2021 onwards?
  - f. What administration charges if any are being sought by the landlord?
  - g. Whether an order under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act should be made.
  - h. Whether an order for reimbursement of application/ hearing fees should be made?
11. It was agreed by the Applicant that the service charge costs claimed from 2021 by JFM were not in dispute.
12. Given the paucity of disclosure, seemingly not the Respondent's representative's fault, the Tribunal could not determine all the various issues raised from the directions hearing.

### **The Applicant's evidence**

13. The basis of the application was a claimed debt of £6,635.16 from the period 2012 to 2020. The applicant had written, via solicitors, as far back as 4 January 2016 to state that he was withholding payment until there had been inspection of invoices and verification of the accounts. He exhibited some documents relating to the debt.
  - (i) There is a letter from Goldfield on 30 October 2019 seeking payment of £4,408.16

- (ii) There is an invoice / statement of account from the current managing agents, JFM, from 24 June 2021 showing an outstanding balance of £6,635.16. There is then shown a payment of £3,000 toward that debt
  - (iii) There is a letter of claim from solicitors on 16 January 2023 seeking £4253.76
  - (iv) There is a further letter from solicitors on 9 May 2024 seeking £5,991.22
14. It was the Applicant's evidence that since the current managing agents took over, all service charge demands have been paid.
15. From the information that JFM provided, the Applicant's analysis was that there were some services he was liable for such as gardening, accountancy services, window cleaning and clearing rubbish and trees from the communal area. Insurance he said had never been provided by the previous agents.
16. The Applicant argued the lease provided for services to be paid for the specific block he occupies and the common areas such as the car park and gardens. [Clause 2, Part 1 of the Sixth Schedule]
17. He said some of the invoices were for other blocks. For example, there was an invoice for painting doors and windows when their door was not touched and the windows were UPVC.
18. In relation to the payment of £3,000 in May 2021 he explained that when JFM took over from Goldfield, no surplus or otherwise was handed over and there were no funds available to JFM. As he was one of the directors of the Respondent and wanted to pursue Goldfield for anomalies in the accounts, including loans made from the service charge account, he put up £3,000 specifically for taking legal proceedings against Goldfield. When Goldfield ceased to trade, it was felt that there was no point in pursuing them. However, rather than returning the £3,000, JFM allocated it to the alleged debt.
19. His evidence was that final accounts were not produced and formal demands were never made for service charges. He was trying to find out details of expenditure through the years and this was not forthcoming.

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

20. In response to the issues raised at the Directions hearings the Tribunal finds:

- a Service charges for the years 2012 to 2020 are not payable.
- b The absence of documentation means the Tribunal could not determine what works were being claimed for.
- c As there are no valid demands or final accounts section 20B of the 1985 Act does not arise.
- d The Tribunal could not identify which works were being claimed for in what year.
- e The payment of £3,000 was not entitled to be retained by JFM as no charges were payable.
- f It is not possible to apportion service charges and administration charges that are claimed to be part of the historic debt claimed.
- g An order under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act is made.
- h The Tribunal fees paid by the Applicant should be reimbursed.

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

- 21. The Tribunal heard from the Applicant and the Respondent chose not to attend or indeed make representation opposing the application. The evidence that the Applicant gave to the Tribunal was straightforward, consistent and believable. The Tribunal, on the balance of probabilities, accepted his evidence in full.
- 22. There are no formal demands for service charges and under section 21A and 21B of the Landlord and Tenant Act 1985 the Applicant was entitled to withhold payment of service charges.
- 23. It is clear that the Applicant accepts that there were some service charges due, for example for gardening services, but as there are still no demands with the accompanying notes, withholding payment is entirely lawful.
- 24. There has been no application by the Respondent in relation to section 21A(4) or any representations under section 20B of the 1985 Act.
- 25. While the Respondent did not take the point, the Tribunal questioned the Applicant on whether the £3,000 payment meant that he was prevented under section 27A(4) of the 1985 Act from bringing this action.
- 26. The Tribunal were satisfied that the Applicant had lent the money to the Respondent to pursue legal action and not as an admission or agreement that service charges were due. The Applicant repeatedly told the Respondent's agents that he was withholding service charges. He did this, for example, via solicitors in 2016 and again by email on 2 November 2019, 9 December 2020 and 18 January 2023
- 27. The message is consistent across the years, for example, in the email of 18 January 2023 he states: *"I have not refused to pay. It would be my pleasure to pay. I have the means to pay. On solicitors' advice, I have withheld payment awaiting sight/information about expenditure."*

28. Objectively he had not agreed or admitted any of the matters he disputes. The Respondent was not entitled to appropriate that money for service charges that are not payable.
29. As a result the Tribunal determines that no service charges are payable for the period 2012 to 2020.

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

30. The Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing<sup>1</sup>. Taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
31. Given the foregoing it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: Judge Samuel

Date 20 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),

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<sup>1</sup> The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

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).