



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

Case reference : **LON/00AS/LSC/2024/0754**

Property : **13 Pikestone Close Hayes Middlesex
UB4 9QT**

Applicant : **Christopher Roche**

Representative : **n/a**

Respondent : **Freehold Managers (Nominees) Ltd**

Representative : **Miss Karolina Zielinska**

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

Tribunal : **Judge N O'Brien, Mr Malcolm Bailey
MRICS**

**Date & Venue of
CMH** : **27 November 2025 at 10 Alfred Place,
London WC1E 7LR**

**Date of
Determination** : **16 January 2026**

Decision

1. The Tribunal determines that no charges are payable by the Applicant in respect of the service charge year 1 February 2021 to 31 January 2022.
2. The Tribunal determines that the total service charge payable by the Applicant in respect of the service charge year 1 February 2022 to 31 January 2023 is £336.12.

3. The tribunal determines that the following estimated costs are reasonable and payable by the Applicant in respect of the year ending 31 January 2025

| | | |
|------|-----------|------|
| (i) | Gardening | £125 |
| (ii) | Cleaning | £110 |

4. The remaining estimated costs challenged in the Applicant's schedule of dispute costs are reasonable and payable.

5. The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of the Commonhold and Leasehold Reform Act 2002 so that none of the Respondent's costs of these proceedings may be recovered from the Applicant as either a service charge or an administration charge.

The Proceedings

1. By an application sent to the tribunal on 5 December 2024 the Applicant sought 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 administration charges payable by the Applicant in respect of the service charge years 2021 to 2025.

2. An oral case management hearing took place on 7 August 2025 attended by the Applicant in person and Miss Donna Kiff, Property Manager for First Port Property Services Limited. The tribunal issued standard directions for disclosure and for the parties to complete and exchange a Scott schedule of disputed charges. It also ordered the Respondent to prepare the hearing bundle.

The hearing

3. The Applicant appeared in person at the hearing and the Respondent was represented by Ms Zielinska of counsel.

4. On the day before the hearing the Respondent's representatives applied to have the hearing adjourned on the basis they were not aware of the hearing date until the tribunal contacted them to enquire about the whereabouts of the hearing bundle. That application was refused on the papers, as the parties had been informed of the hearing date by the tribunal, and the hearing proceeded as listed.

The background

5. The property which is the subject of this application is a ground floor studio flat in a small two storey block of four apartments in a residential

cul de sac of similarly styled apartments, maisonettes and houses which appear to have been built as a single development. The Respondent is the freehold owner. The premises were managed by Mainstay Residential until September 2022 when management was transferred to First Port Management Ltd (“First Port”).

6. The Applicant purchased his leasehold interest in the premises on 28 September 2021 from a Ms I Kazlauskaite. For reasons which are not clear he was not sent any service charge demand, at least none addressed to him, until 13 February 2024 when he received a demand in the sum of £3110.10 for charges relating to the period 1 February 2021 to 31 January 2024. It is common ground that all prior demands were issued in the name of the previous owner.
7. Initially the Applicant sought to challenge various late payment charges that had been applied to his account. However in the course of the hearing the Respondent clarified that all such charges had been waived.

The issues

8. At the start of the hearing the tribunal identified the relevant issues for determination as follows:
 - (i) Whether the Respondent was precluded from recovering any service charges in respect of costs incurred prior to 14 August 2022 by virtue of s.20B(1) of the 1985 Act;
 - (ii) Whether the budgeted costs for the block for the year ending 31 February 2025 were reasonable; in particular
 - Grounds maintenance £960
 - Account preparation fee £300
 - Terrorist insurance £45
 - Cleaning costs £600
 - Fire systems maintenance £150
 - Electricity £363
 - Contribution to reserves £1500
 - Management fee £1625
9. The application that Mr Roche made was in respect of the service charge years 2022 to 2025 however the only costs which he has challenged on the basis of reasonableness, as set out in his Scott schedule, are the budgeted costs for the service charge year ending 31 January 2025. He indicated in the course of the hearing that his challenge to the reasonableness of the costs incurred in fact went beyond that year however the Respondent has prepared its statement of case and its response to the Schedule of disputed charges on the reasonable assumption that Mr Roche had included all the costs he wished to challenge in his Scott schedule. We confined ourselves

to consideration of the reasonableness of the budgeted costs for the year 1 February 2024 to 31 January 2025. We were not referred to the actual costs for that year by either party. However our findings on reasonableness, where we have made a reduction, reflect our views on what would be a reasonable sum for the service in question for that year.

The Lease

10. The leases contains standard terms requiring the tenant to pay a proportion of the lessor's costs of maintaining and repairing the building containing Flats 12 to 15 Pikestone Close, and the lessors costs of managing that building. By Clause 1(B)(4) of the lease the lessee is also obliged to contribute to the provision of such services as the lessor considers '*proper or expedient for the benefit of the premises and/or the building*'. The due proportion payable in respect of Flat 13 is 25%. Clause 1(C) of the lease requires the lessee to pay estimated charges in advance on 1st February and 1st August of each year with any adjustment to be made once the actual costs have been ascertained.

Service charges for the years 2021-2022 and 2022-2023

11. It is common ground that no demand was addressed to the Applicant until 13 February 2024 when he received the demand referred to in paragraph 6 above. The Applicant submits that no service charge is payable in respect of costs incurred more than 18 months prior to that demand and relies on s20B(1) of the 1985 Act. In its response to the Applicant's schedule the Respondent maintains that s20B does not apply to service charges demanded on account and refers to the case of *Gilje & Ors v Charlegrove Securities ltd [2004] 1 All ER 91*. However in our view that authority is of no assistance to the Respondent in circumstances where no valid demand, in fact no demand at all, was sent to the Applicant in respect of either estimated or actual costs for some two years and 6 months after he had purchased the flat - *See Skelton v DBS Homes (Kings Hill) Limited [2017] EWCA Civ 1139*. The Respondent sought to argue that s20B(1) did not apply as it was not made aware of the sale of the flat to the Applicant until 2024 but in our view this cannot be right factually. The assignment of the leasehold interest in Flat 13 cannot have proceeded without the freeholder's assent and in any event the freeholder sent regular demands for ground rent properly addressed to Mr Roche. It may be that the Respondent omitted to inform its managing agent of the transfer but that is not the fault of Mr Roche. Nor is it clear why this would override the limitation period imposed by s20B(1) of the 1985 Act.
12. Consequently none of the costs incurred more than 18 months prior to service of the demand, i.e. prior to 14 August 2022 are recoverable. This will prevent the recovery of any costs incurred in the service charge year 2021-2022 and will only permit the Respondent to recover costs incurred on or after 14 August 2022 in respect of the service charge year 1

February 2022 to 31 January 2023, a period of just under 6 months. We have calculated this in the sum of £336.12 which is the Applicant's proportion of half the actual costs for that year less the cost of building insurance. We have assumed that, apart from the insurance premium, all of the claimed costs were incurred on a regular basis throughout that year and that roughly 50% were incurred between 14 August 2022 and 31 January 2023.

Service charge item & amount claimed

13. In his Scott Schedule the Applicant has challenged the following estimated costs for the building for the year February 2024 to January 2025;

| | | |
|--------|--------------------------|-------|
| (i) | Grounds maintenance | £960 |
| (ii) | Accounts preparation fee | £300 |
| (iii) | Terrorism insurance | £45 |
| (iv) | Cleaning | £600 |
| (v) | Fire systems maintenance | £150 |
| (vi) | Electricity | £363 |
| (vii) | Contribution to reserves | £1500 |
| (viii) | Management fees | £1625 |

14. In addition he sought to challenge ground rents and sums he has paid to the water company. However the tribunal has no jurisdiction in relation to either of those matters.

15. The Applicant has not provided the tribunal with any comparable quotes to demonstrate that the above costs are not reasonable in amount. The tribunal can, by referring to its own expertise and experience and in a straightforward case, reach a conclusion as to what would be a reasonable cost for a specific service. We considered that we could do so in relation to the cost of cleaning and grounds maintenance. The only grounds maintenance which the Applicant is obliged to contribute to are two small areas of lawn to the front and rear of the building together with a paved area to the front and side. It is difficult to see how it could take more than 2 hours per month in the summer months for one person to maintain this area to a reasonable standard. The most recent certified accounts relate to the year February 2023 to January 2024 and indicated that the actual cost of grounds maintenance in that year was £345. We consider that an annual cost of no more than £500 would be reasonable.

16. The actual cost of communal area cleaning in the year ending February 2023 was £316. The actual cost the following year was £120 and the budgeted cost was £300. It is hard to understand why the estimated cost has increased to £600 and the Respondent was not in a position to explain it. The only areas that are cleaned are a hallway, stairs and landing. Mr Roche was dissatisfied generally with the standard of cleaning but accepted that it improved after COVID. The photos he has provided do not demonstrate that the standard of cleaning is sufficiently poor to

warrant any further reduction for the year 2024-2025. We assess the reasonable cost of cleaning the communal areas in the sum of £420 for the year ending 31 January 2025.

17. As regards the remaining items, we consider that the decision to include terrorism in the list of perils covered by the building insurance was a reasonable choice that was open to the freeholder to take. We consider that the management costs and accountancy fees are reasonable based on our experience and we have not been provided with any comparable quotes to suggest the contrary. Mr Roche challenged the cost of maintaining the fire systems of £150. He asserted there were no fire systems in the building as there were no fire alarms in the communal parts. We were referred by the Respondent's counsel to a H&S risk assessment dated 15 July 2025 which confirmed that there was emergency lighting fitted in the communal areas. In the absence of any comparable evidence we allow the sum of £150. Mr Roche challenged the cost of electricity to the common parts which in his view was limited to lighting, and point out that no invoices have been supplied. The estimated cost in our view is similar to the actual costs for previous years and we make no reduction, bearing in mind that there would be a standing charge for the electrical supply to the common parts regardless of the amount of power actually used.
18. Finally we consider that the sum of £1500 in respect of the reserve/sinking fund for the building as a whole was reasonable. We were shown correspondence from the Respondent's managing agent which indicates that the Respondent plans to carry out fire remediation works, internal redecoration and replace the intercom and main entrance door in the future. The allowed sum does not appear unreasonable given the annual costs associated with managing and maintaining the building which in the year to 31 January 2024 came to £7,883.08. We make no finding as to whether this charge is recoverable under the lease.
19. The sums set out in the above determinations relate to the building as a whole. Mr Roche's due contribution to those costs is 25% of the total.

Application under s.20C and refund of fees

20. The Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing¹. Having heard the submissions from the parties and 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.
21. In the application form and at the end of the hearing, the Applicant applied for an order under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act. It is not obvious that such costs are recoverable under the terms of the lease in any event. Taking into account the determinations above, the tribunal determines that it is just

¹ The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

and equitable in the circumstances for orders to be made under both provisions, so that the Respondent may not pass any of its costs incurred in connection with these proceedings before the tribunal through the service charge or claim them as an administration charge. We consider that such orders are justified because the Applicant has been partially successful and has in particular been successful in respect of the issue which started this dispute in the first place namely the effect of the Respondent's failure to send the Applicant any service charge demand at all for 2.5 years following his purchase of the leasehold interest.

Name: Judge N O'Brien

Date: 16 January 2025

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).

