



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

**Case Reference** : **MAN/00EQ/HTA/2024/0600**

**Property** : **Warford Park, Faulkners Lane, Mobberley,  
Knutsford, WA16 7RW**

**Applicant** : **Michael Knight  
Christine Rossington  
Alison Robinson**

**Representative** : **N/A**

**Respondent** : **Warford Park Limited**

**Representative** : **AST Hampsons Solicitors**

**Type of Application** : **Landlord and Tenant Act 1985 – Section  
29(1)  
Landlord and Tenant Act 1985 – Section 20C  
Commonhold and Leasehold Reform Act  
2002 – Schedule 11, Para 5A**

**Tribunal Members** : **Judge L. F. McLean  
Tribunal Member S. D. Latham**

**Date of Hearing** : **7<sup>th</sup> November 2025**

**Date of Decision** : **26<sup>th</sup> February 2026**

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**DECISION**

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## Decisions of the Tribunal

- 1. Pursuant to Rule 18(6)(b)(iii) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal excludes the evidence contained in the additional documents which were provided to the Tribunal by the Applicants at the time of beginning these proceedings, but which were not provided to the Respondent due to an administrative error.**
- 2. Pursuant to Section 29(1)(b)(i) of the Landlord and Tenant Act 1985 and the provisions of the Tenants' Associations (Provisions Relating to Recognition and Provision of Information) (England) Regulations 2018, the Tribunal grants a Certificate of Recognition in respect of the Warford Park Retirement Residents Association for a period of 5 years. (see Annex 1).**
- 3. Pursuant to Section 20C of the Landlord and Tenant Act 1985, the Tribunal orders that 60% of the Respondent's legal costs of these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by Christine Rossington under her lease of 49 The Maples, Warford Park, Faulkners Lane, Mobberley, Knutsford, WA16 7RW.**
- 4. The application by Christine Rossington pursuant to Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 is refused.**

## Reasons

### **Background**

- 1. The Applicants are residential long leaseholders of various apartments at Warford Park, Faulkners Lane, Mobberley, Knutsford, WA16 7RW ("the Property"). The Property comprises various blocks, named "The Maples", "The Beeches", "The Oaks", "The Firs", "The Elms" and "Chestnut Mews". They have applied to the Tribunal for the recognition of the Warford Park Retirement Residents Association ("WPRRA") as a "Recognised Tenants' Association", by the grant of a certificate of recognition, within the meaning of Section 29 of the Landlord and Tenant Act 1985.**
- 2. The Respondent is the landlord of the Property. Proceedings have been conducted via its directors, Shahid Baig and Ebrahim Jebreel, who have instructed Solicitors to represent the company.**

## Procedural History

3. The application was dated 25<sup>th</sup> October 2024 and submitted to the Tribunal partly by email and partly by post.
4. Due to significant operational delays which affected the Tribunal during that period, initial case management directions were not issued until 17<sup>th</sup> June 2025. These provided for sequential statements of case to be prepared and sent to the Tribunal and each other by the parties.
5. Prior to the Tribunal issuing those initial directions, administration of the case file by the Tribunal Office was transferred to a new case officer. The new case officer asked Michael Knight to confirm, by email dated 4<sup>th</sup> June 2025, that “*the documents received are all accounted for.*” Mr Knight replied the same day via email to say, “*I have looked at the attachments and everything we sent is attached.*” This turned out not to have been correct, because approximately 150 pages of supplementary supporting documents were received by the Tribunal in around October 2024 but – unlike the main application form and some supporting documents – these were not digitised by the previous case officer. Their existence was thus overlooked by the Tribunal Office and copies of the same were not sent to the Respondent or its Solicitors when initial directions were issued. This appears to have led, in turn, to an error whereby the Respondent was therefore unable to include the additional documents in the final hearing bundle which was sent to the Applicants.
6. The final hearing of these proceedings was due to take place on 15<sup>th</sup> September 2025 at the Tribunal Hearing Centre in Manchester, at which point they were adjourned to 7<sup>th</sup> November 2025 by way of a “hybrid” hearing. The Tribunal heard evidence and submissions from the Applicants. During the course of cross-examination and closing submissions, the omission of the additional documents began to come to light, as the Applicants insisted that evidence had been sent to the Tribunal at the outset but which was not contained in the final hearing bundle. At the conclusion of the hearing, the members of the Tribunal offered to enquire of HMCTS staff to see if the said documents had been mislaid at any point. The said documents were subsequently discovered and this is further described in the narrative to the Tribunal’s directions dated 17<sup>th</sup> November 2025. The Tribunal accordingly provided the additional documents to the Respondent’s Solicitors and gave directions for the parties to make representations on the following issues:-
  - a. Whether the Tribunal should have regard to the documents, or should instead disregard them, and the reasons why in either case.
  - b. Whether the parties wish to make comment on the documents themselves and/or make further or different written or oral submissions regarding the merits of the overall case.

7. The Tribunal received helpful written submissions from both parties on the above issues.
8. The Tribunal's subsequent decision has been delayed by public holidays, annual leave and the need to re-convene and deliberate over the subsequent representations made by the parties. The members of the Tribunal apologise to the parties for this delay.

### **Admission or Exclusion of Additional Evidence**

9. The Tribunal has carefully considered the parties' submissions on this point. Put briefly, the Applicants wish for the Tribunal to have regard to the additional documents as being important to support their case; whereas the Respondent objects to the Tribunal doing so as there was no opportunity to test the evidence, cross-examine the Applicants thereon, or to make submissions in respect of the same. The Respondent further contended that the Tribunal ought to proceed with reaching its decision based on the evidence available at the hearing on 7<sup>th</sup> November 2025. The Respondent asserted that it would be disproportionately expensive for the Tribunal to convene yet another hearing.
10. The Tribunal was thus faced with something of a dilemma, in that there was a risk of injustice to each party, whichever course was taken. In an ideal world where the costs of litigation were not a relevant factor, the Tribunal would admit the evidence, convene a further hearing to allow the Respondent the opportunity to test the evidence, and then reach a final decision based on all of the evidence available.
11. However, the Tribunal does not operate in an ideal world, and the stark reality is that litigation is an expensive endeavour – especially in a specialist field such as residential leasehold disputes. The truth costs nothing, but justice can cost a small fortune.
12. These considerations are reflected in the Overriding Object of the Tribunal's Procedure Rules, which state:

*3.—(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.*

*(2) Dealing with a case fairly and justly includes—*

*(a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;*

*(b) avoiding unnecessary formality and seeking flexibility in the proceedings;*

*(c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;*

*(d) using any special expertise of the Tribunal effectively; and*

*(e) avoiding delay, so far as compatible with proper consideration of the issues.*

*(3) The Tribunal must seek to give effect to the overriding objective when it—*

- (a) exercises any power under these Rules; or*
- (b) interprets any rule or practice direction.*

*(4) Parties must—*

- (a) help the Tribunal to further the overriding objective; and*
- (b) co-operate with the Tribunal generally.*

13. The Overriding Objective requires the Tribunal to strike a balance between a thorough approach to judging the issues and cases before it on the one hand, and doing so at proportionate cost and effort on the other. It is also worth noting that there is a responsibility upon the parties to assist the Tribunal in undertaking its role.
14. The Tribunal concurs with the Respondent that it would be disproportionate to undertake the “ideal approach” outlined above, i.e. by convening a further hearing. The decision whether or not to recognise a Tenants’ Association is one of the least intrusive powers that the Tribunal holds in relation to the regulation of private law relationships between landlords and leaseholders. The impact upon both parties is relatively small in each direction, comprising mainly procedural rights to consultation, information and representation. An RTA has few – if any – substantial rights of its own under landlord and tenant law and its recognition rarely has any meaningful impact upon a landlord’s ownership and management of their property.
15. If a further hearing is not convened, the Tribunal is unable to allow the Respondent to properly test the evidence contained in the additional documents. This would amount to considerable procedural unfairness. The alternative is to exclude that evidence from the Tribunal’s consideration. Whilst that might seem harsh upon the Applicants, in circumstances where the error was initially the fault of the Tribunal Office itself, the Tribunal also notes that the Applicants were directly asked if all documents were accounted for and they mistakenly advised the Tribunal Office that they were. They also had the opportunity to check the final hearing bundle for any missing documents and did not highlight this before the hearing began. The members of the Tribunal have some sympathy for the Applicants, who appear to be wholly unfamiliar with civil litigation and who are not professionally qualified or paid for undertaking it. However, it was still an opportunity, had they acted more carefully, to rectify the Tribunal’s error and so they must inevitably share some of the responsibility for it. The omission was due to a lack of the attention to detail which would ordinarily be expected of unqualified litigants to civil proceedings. As such, the exclusion of the evidence is as much a natural consequence of their own mistakes as it is the fault of the Tribunal itself.
16. Accordingly, the correct approach to take (acting proportionately to the importance of the issues and the resources of the parties) is for the

Tribunal to exclude the additional evidence and proceed to reach its decision based on the written and oral evidence aired at the final hearing.

17. On a procedural note, and for the avoidance of doubt, the Tribunal's present decision is therefore one which was the subject of a prior hearing, for the purposes of Rule 31(1) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

### **Recognition of a Tenants' Association – Relevant Law**

18. Section 29 of the Landlord and Tenant Act 1985 provides as follows:-

#### ***29 Meaning of “recognised tenants’ association”.***

*(1) A recognised tenants’ association is an association of qualifying tenants (whether with or without other tenants) which is recognised for purposes of the provisions of this Act relating to service charges either—*

*(a) by notice in writing given by the landlord to the secretary of the association, or*

*(b) by a certificate—*

*(i) in relation to dwellings in England, of the First-tier Tribunal; and*

*(ii) in relation to dwellings in Wales, of a member of the local rent assessment committee panel.*

*(2) A notice given under subsection (1)(a) may be withdrawn by the landlord by notice in writing given to the secretary of the association not less than six months before the date on which it is to be withdrawn.*

*(3) A certificate given under subsection (1)(b)(i) may be cancelled by the First-tier Tribunal, and a certificate given under subsection (1)(b)(ii) may be cancelled by any member of the local rent assessment committee panel.*

*(4) In this section the “local rent assessment committee panel” means the persons appointed by the Lord Chancellor under the Rent Act 1977 to the panel of persons to act as members of a rent assessment committee for the registration area in Wales in which the dwellings let to the qualifying tenants are situated, and for the purposes of this section a number of tenants are qualifying tenants if each of them may be required under the terms of his lease to contribute to the same costs by the payment of a service charge.*

*(5) The Secretary of State may by regulations specify—*

*(a) the procedure which is to be followed in connection with an application for, or for the cancellation of, a certificate under subsection (1)(b)(ii);*

*(b) the matters to which regard is to be had in giving or cancelling F8a certificate under subsection (1)(b);*

*(c) the duration of such a certificate; and*

*(d) any circumstances in which a certificate is not to be given under subsection (1)(b).*

*(6) Regulations under subsection (5)–*

*(a) may make different provisions with respect to different cases or descriptions of case, including different provision for different areas, and*

*(b) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.*

19. The Tenants' Associations (Provisions Relating to Recognition and Provision of Information) (England) Regulations 2018 provide certain ground rules as to the Tribunal's approach.

20. Under Regulation 3:-

*The First-tier Tribunal must, in particular, have regard to the following matters in giving a certificate–*

*(a) the composition of the membership of the tenants' association;*

*(b) the tenants' association's rules regarding membership, including whether tenants who are not qualifying tenants are entitled to become members;*

*(c) the tenants' association's rules regarding decision making;*

*(d) the tenants' association's rules regarding voting;*

*(e) the extent to which any fees or charges payable in connection with membership of the tenants' association apply equally to all members;*

*(f) the extent to which the constitution of the tenants' association takes account of the interests of all members;*

*(g) the extent to which the tenants' association is independent of the landlord of the dwellings to which the association relates;*

*(h) whether the tenants' association has a chairperson, secretary and treasurer;*

*(i) whether the constitution of the tenants' association may be amended by resolution of the members and the rules regarding amendment;*

*(j) whether the tenants' association's constitution, accounts and list of members are–*

*(i) kept up to date; and*

*(ii) available for public inspection;*

*(k) the extent to which the association operates in an open and transparent way.*

21. Regulation 4 sets out the circumstances in which the Tribunal must not grant a certificate:-

*(1) The First-tier Tribunal must not give a certificate to a tenants' association in relation to a premises where the tenants' association represents fewer than 50% of the qualifying tenants of dwellings situated in the premises.*

*(2) But where–*

- (a) the tenants' association represents qualifying tenants in dwellings situated in related premises; and*
- (b) those qualifying tenants contribute to the same costs by the payment of a service charge,*

*the First-tier Tribunal must not give a certificate to the tenants' association in relation to the related premises if the tenants' association represents an aggregate of fewer than 50% of the qualifying tenants of dwellings situated in the related premises.*

*(3) The First-tier Tribunal must not give a certificate to a tenants' association in relation to any premises if a certificate has previously been given to a tenants' association in relation to the premises and the certificate is in force.*

*(4) The First-tier Tribunal must not give a certificate to a tenants' association if the First-tier Tribunal is not satisfied that the constitution and rules of the tenants' association are fair and democratic.*

*(5) Paragraphs (1) and (3) do not apply where—*

*(a) the landlord has failed to comply with an order made by the First-tier tribunal in relation to the tenants' association under regulation 11 (an order requiring the landlord to comply with regulation 8, 9 or 10); and*

*(b) the tenants association represents a substantial number of qualifying tenants of dwellings in the premises or, as the case may be, the related premises.*

*(6) This regulation is without prejudice to any powers the First-tier Tribunal has, including its powers to not give a certificate.*

- 22. Notwithstanding the above, the Tribunal has a discretion not to give a certificate in all the circumstances of the application.
- 23. A certificate, if granted, will usually be granted for a fixed period (to be determined by the Tribunal, typically around 5 years) and an application can be made for its renewal. A certificate may be cancelled before its expiry if the Tribunal considers that for some reason the association no longer merits recognition.

## **The Hearing**

- 24. The final hearing of these proceedings took place on 7<sup>th</sup> November 2025 by way of a “hybrid” hearing at the Tribunal Hearing Centre in Manchester. The Applicants attended in person. The Respondent was represented by Harry Dyson of Counsel. Monika Bolton attended in person. Ebrahim Jebreel attended remotely via CVP. Pursuant to international jurisdictional arrangements, the Tribunal gave permission for Mr Jebreel to testify from his location in Los Angeles, California, USA.

### Applicants' Evidence and Submissions

25. The Applicants relied upon their Application Form, Statement of Case, and a detailed Response to the Respondent's witness statement of Shahid Baig. They also submitted sample copies of voting papers.
26. At the hearing, the Applicants answered questions on their documents and written submissions which were put to them by Counsel for the Respondent. This included providing explanations as to what meetings took place; the minutes of those meetings which were kept; how membership fees were charged, collected and spent; how the interests of different members and groups were taken into account; measures taken to make voting procedures fair; historic issues with the accounts and how that is dealt with now; the composition of the Committee of the Association; allegations regarding conduct of certain members of the Committee; and issues relating to the overall management of the Property.

### Respondents' Evidence and Submissions

27. The Respondent relied upon witness statements from Shahid Baig (director of the Respondent), Mason Mott Roberts (Respondent's Solicitor), Monika Bolton (Respondent's property manager) and Ebrahim Jebreel (director of the Respondent), together with a statement of case and a skeleton argument prepared by Counsel for the Respondent. It should also be mentioned that Counsel for the Respondent subsequently submitted further written representations in response to the discovery of the additional documents, in which it was argued that the Applicants' errors in that regard ought to be considered by the Tribunal as reasons not to grant a certificate.
28. It was indicated at the outset of the hearing that the Applicants did not intend to cross-examine the Applicants' witnesses. As such, their evidence was uncontested.

### **The Tribunal's Conclusions on Recognition of the Tenants' Association**

29. The Tribunal has had regard to all of the written and oral evidence and submissions referred to above, and reached the following conclusions.

#### Are there any grounds established whereby the Tribunal is precluded from granting a certificate?

*Does the tenants' association represent fewer than 50% of the qualifying tenants of dwellings situated in the premises?*

30. Counsel for the Respondent conceded, in his skeleton argument, that the 50% threshold was met, according to the updated schedule of members provided by the Applicants. There were no related premises which needed to be accounted for.

*Has a certificate previously been given to a tenants' association in relation to the premises which is still in force?*

31. There was no evidence of this being the case.

*Is the First-tier Tribunal satisfied that the constitution and rules of the tenants' association are fair and democratic?*

32. Counsel for the Respondent refrained, quite properly, from asserting that the constitution of the WPRRA was anything other than fair and democratic. The said constitution appeared to be perfectly adequate for a small unincorporated association of this nature, and the Tribunal is indeed satisfied that the constitution and rules of the WPRRA are fair and democratic.

*Conclusion*

33. The Tribunal concludes that there are no statutory bars to the granting of a certificate. The Tribunal has therefore considered the prescribed factors and the exercise of its overall discretion.

What are the Tribunal's conclusions on the grounds specified in the 2018 Regulations?

*Composition of the membership of the tenants' association*

34. The evidence provided indicated that the WPRRA has a sizeable membership representing a sizeable majority of the qualifying tenants of the Property.

*Rules regarding membership, including whether tenants who are not qualifying tenants are entitled to become members*

35. The WPRRA constitution confirms that full membership is open to "permanent retirement residents". Given that the scheme is a resident-only scheme in which personal occupation is a requirement and sub-letting is not permitted, this is in effect a reference to qualifying tenants. Other persons are permitted by the Committee to become "Honorary Members" with a right to attend and speak at meetings, but no voting rights. These provisions appear to be appropriate.

*Rules regarding decision making*

36. Under the WPRRA constitution, decisions are reached by a Committee which is elected by the members, and in accordance with a process set out in the constitution.

*Rules regarding voting*

37. The WPRRA constitution sets out the rights of members to vote upon various resolutions. Although there is a lack of detail as to exactly how votes shall be cast, verified and tallied, the Applicants provided sample copies of ballot slips which featured anti-fraud measures and which indicated that the Applicants viewed the issue with the utmost seriousness. The Tribunal considers that the provisions of the constitution are appropriate given the size, nature and purpose of the WPRRA.

*Extent to which any fees or charges payable in connection with membership of the tenants' association apply equally to all members*

38. Under the WPRRA constitution, there is a single membership fee of £10 (subject to annual review at the AGM).

*Extent to which the constitution of the tenants' association takes account of the interests of all members*

39. The provisions of the WPRRA constitution function on the basis that all members have a democratic right of participation, and that the Committee serves the members with their electoral consent and with opportunities to debate the issues with which the WPRRA is faced.
40. During the hearing, the Applicants provided supplementary oral evidence under cross-examination, noting that there was a wide variety of ages and differing needs among the membership. They offered examples of how such needs were accommodated. Where a resident has dementia, they do not ask that resident to join, but can instead ask family members to join on their behalf. The Applicants had also arranged with the previous managing agents to put in defibrillators (which were subsequently removed without consultation with the residents). They also asked a local district councillor to discuss public transport. The Tribunal was satisfied from the oral evidence that inclusivity and consideration are habitually demonstrated by the Applicants towards the members of the WPRRA.

*Extent to which the tenants' association is independent of the landlord of the dwellings to which the association relates*

41. The WPRRA is constitutionally independent of the Respondent. In practice, the WPRRA is operated in a fiercely independent manner – indeed, the reason for these proceedings being instituted was because the Applicants felt that the Respondent was habitually ignoring its role as the democratic representatives of the residents as a group.

*Whether the tenants' association has a chairperson, secretary and treasurer*

42. All of the above roles exist under the WPRRA constitution, with several more beside.

*Whether the constitution of the tenants' association may be amended by resolution of the members and the rules regarding amendment*

43. The WPRRA constitution is silent on the issue of whether it can be amended by resolution of the members.

*Whether the tenants' association's constitution, accounts and list of members are kept up to date; and available for public inspection*

44. The WPRRA constitution appears to be relatively recent. An updated list of members was provided to the Tribunal. The absence of detailed accounts was, regrettably, one of the issues arising from the additional documents which the Tribunal had failed to provide to the Respondent. The Tribunal members have consciously excluded the existence or otherwise of such accounts from consideration of the evidence. The available evidence shows very little by way of account keeping.
45. The Applicants also gave oral evidence that a previous treasurer had not set up the bank account properly and had lied to the Committee about the circumstances around this. The Applicants' evidence was that this had necessitated them starting from scratch. Counsel for the Respondent commented that his client would have wanted to see more about this by way of minutes from Committee meetings and AGMs.

*Extent to which the association operates in an open and transparent way*

46. This was the main focus of the submissions relied on by Counsel for the Respondent, both in his skeleton argument(s) and in closing. Whilst he – quite rightly – conceded that the WPRRA constitution was largely adequate for the stated purposes, he contended that this did not matter if the constitution was not actually followed in practice. He argued that the Applicants had failed to discharge the evidential burden of showing that the Committee in fact met regularly, took minutes and kept proper accounts.
47. The oral evidence of the Applicants was that:-
- a. The Committee was re-formed in 2021;
  - b. The WPRRA held AGMs each year except in 2023, when it was decided at an EGM not to hold a separate AGM due to the lack of communications from the landlord and because of illness in the membership;
  - c. The AGM for 2025 took place at the end of May;
  - d. In April 2025, three smaller meetings were held to avoid meeting off site;
  - e. The minutes of the 2024 AGM had not been approved by the time of the application to the Tribunal being made, and the Applicants

did not consider that they had been directed to submit and further information about this;

- f. Committee meetings take place monthly other than in August and December each year.
48. Again, the absence of detailed meeting minutes was, regrettably, one of the issues arising from the additional documents which the Tribunal had failed to provide to the Respondent. The Tribunal members have consciously excluded the existence or otherwise of such minutes from consideration of the evidence. The available evidence shows very little by way of meeting minutes being recorded.
49. Counsel for the Respondent understandably asked the Tribunal to draw an adverse inference from the lack of documentary evidence. Just as much as the Tribunal does not have regard to the possible existence of meeting minutes within the excluded evidence, neither will it draw an adverse inference against the Applicants on this matter. The Tribunal found the Applicants to be honest and credible witnesses. Although the Respondent sought to challenge the personal character of Alison Robinson, the Tribunal felt that the nature of the allegations raised was somewhat overblown by the Respondent. The Tribunal accepts the oral evidence of the Applicants that meetings are held and minutes are kept, albeit that the Tribunal has not been able to consider these in detail.
50. The Tribunal considers that the criticisms of the Committee which are levelled by the Respondent are hyperbolic. The assertion that “There is a blatant lack of oversight and credibility of the election process” is misplaced. This is a small unincorporated residents’ association, and neither the Respondent nor the Tribunal should demand the degree of oversight that might be expected of a large trade union, political party or local authority elections.
51. In the circumstances, the Tribunal is satisfied that the WPRRA operates in a suitably open and transparent way given its size, nature and purpose.

In all the circumstances of the case, should the Tribunal grant a certificate?

52. The Tribunal’s conclusions regarding all of the above statutory factors point in favour of a decision to grant a certificate. Even so, the Tribunal has a discretion which must be operated consciously, not as a mere tick-box exercise.
53. The Tribunal was naturally disappointed that the Applicants had not taken more care over the preparation of their case as set out in the final hearing bundle. But the Tribunal ought not to be too churlish in that regard. The errors were not wholly the Applicants’ fault. It has also been noted earlier that the Applicants have conducted the litigation without the benefit of legal representation. This does not mean that the Tribunal

should not apply the Rules just the same, but it does mean that the Tribunal can take a nuanced view of the errors they have made.

54. Stepping back and looking at the proceedings in the round, the Tribunal concluded that the Applicants are honest people, acting in good faith and doing their best under the circumstances. They act on a voluntary basis and give up their own time for the benefit of the other residents. Whilst they may occasionally make mistakes, these do not appear to be intentional or with improper motives.
55. The Tribunal frequently encounters so-called “residents’ groups” which often comprise, in reality, a small but vocal minority of activist leaseholders who do not represent the views of the majority of their neighbours even though they may claim to do so. Such groups often operate very informally and with little or no accountability, but can agitate to cause significant disruption to and distraction from proper management of the premises by the landlord or management company. The statutory considerations laid out in the 2018 Regulations are presumably designed to give the Tribunal a framework to discern the nature of such groups and to withhold judicial recognition from them. Having applied this framework, the Tribunal is satisfied that the WPRRA is far from the type of minority activist group which should be treated with caution.
56. On the other side of the equation, the Tribunal was puzzled as to the vehemence with which the Respondent had opposed the application. The Tribunal took the time to point out to the Respondent’s legal representatives that the impact of recognition of an RTA is of minimal practical effect upon the Respondent and queried whether the Respondent’s directors were conflating the recognition of an RTA with the exercise of the Right to Manage. This was noted, but the Respondent appeared undeterred. Counsel for the Respondent sought to frame the situation as being that the Respondent simply was not convinced, due to a lack of evidence, that the Applicants had demonstrated their suitability. Even on that basis, it was clear from the way that the hearing itself proceeded that the Respondent’s apparent concerns were not particularly well-founded.
57. The witness evidence relied upon by the Respondent also raised more questions than it really answered.
58. The statements of both Shahid Baig and Ebrahim Jebreel were extremely brief. Shahid Baig made various allegations of misconduct, which came across as rather grasping at straws. The statement of Ebrahim Jebreel was even more bizarre – he questioned the need for recognition of an RTA (which is not a statutory factor for the Tribunal to consider) and then went on to imply, at paragraph 6 of his statement, that recognising the RTA would somehow prevent the Respondent from managing the Property effectively, even though such an opinion had no basis in fact or law and suggests that he has fundamentally misunderstood what the Applicants are asking the Tribunal to do.

59. Similarly, the witness statement of Monika Bolton states, at paragraph 21, *“I with other staff am not able to manage such a large and complex development where I may be undermined and micromanaged by people who are otherwise retired and unlikely to understand the day to day and larger issues faced in managing a development of this nature.”* Quite apart from the inappropriate assumption made therein about the mental faculties of retired people in general, the suggestion that the RTA, if recognised, would somehow be legally or functionally capable of “micromanaging” the Respondent’s appointed managing agents again suggests that she has fundamentally misunderstood what the Applicants are asking the Tribunal to do.
60. In the above context, the Tribunal came to the conclusion that if there has been a breakdown of trust, then the reasons for that are fairly apparent and it was thus quite understandable why the Applicants felt that it was appropriate for them to seek formal recognition from the Tribunal. The Tribunal concluded that it was appropriate to grant a certificate, and that there was no particular reason to depart from the typical fixed period of 5 years.

### **Costs of the Proceedings**

61. Christine Rossington made a supplementary application, dated 20<sup>th</sup> October 2025, for an order under Section 20C Landlord and Tenant Act 1985 that all or any of the costs incurred, or to be incurred, by the landlord in connection with these proceedings before the First-tier Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by her.
62. The application has only been completed and signed off by Christine Rossington. Although she purported to do so as Chair of the WPRRA, this is not a function which is recognised for the purposes of Section 20C. The Application form expressly directs the applicant to add the names of any other tenants who want to apply to limit the costs. As this has not been done, the Tribunal’s decision on this application can only be binding in respect of any service charges payable by her personally. There is no evidence that she has the consent of other tenants to make this application on behalf of all of them.
63. Counsel for the Respondent submitted a written skeleton argument, taking the point about the limitations of any order that the Tribunal can make. He also asserted that the Respondent had acted reasonably, as demonstrated by the conduct of the Applicants.
64. Subject to any particular considerations of an individual case, the Tribunal will usually hold that it is just and equitable to grant a tenant’s application under Section 20C Landlord and Tenant Act 1985 if the tenant is substantially successful in their main application.

65. Again taking a step back and looking at the case in the round, the Tribunal is – for the reasons given and comments made in the earlier part of this Decision – of the view that the Respondent has gone beyond the threshold of “properly scrutinising” the application. At times, the Respondent has demonstrated a degree of hostility and closed-mindedness. Its directors and agents have also evidently misunderstood the nature of the application and somehow feared that the management role would be assumed by the WPRRA. With the benefit of legal advice, it is inconceivable how such a fear could arise on a rational basis. Whilst the Applicants have made some errors in the conduct of proceedings, and elements of their initial application had to be fleshed out under legitimate challenge from the Respondent, the Respondent equally appears to have taken an overly zealous approach to resisting the same and has likely incurred otherwise avoidable legal costs in doing so. The Tribunal also considers that the Respondent’s resistance to the application, which appears to have been at least partially predicated upon a mistaken understanding of what the Applicants have been seeking, has forced the Applicants to start these proceedings – which could have been avoided by the Respondent agreeing to the request at the outset.
66. Overall, the Tribunal considers that the just and equitable order to make is that the Respondent’s entitlement (if any) to recover its legal costs of the application through the service charge of Christine Rossington’s lease should be reduced by 60%, broadly reflecting and apportioning responsibility for those costs between the parties.
67. Christine Rossington also seeks an order pursuant to Commonhold and Leasehold Reform Act 2002, Schedule 11, Paragraph 5A, reducing or extinguishing her liability to pay administration charges in respect of litigation costs. As no such litigation charges have been identified (and nor are they envisaged, since these tend to pertain to late payment fees), this application is refused.
68. It should be noted that the orders above are without prejudice to the rights of Christine Rossington or of any other leaseholder to ask the Tribunal to determine, pursuant to Section 27A of the Landlord and Tenant Act 1985, whether legal costs sought through a service charge are payable (including whether they were reasonably incurred).

### **Rights of appeal**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).



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

**CERTIFICATE OF RECOGNITION**

An application from the Warford Park Retirement Residents' Association for a Certificate of Recognition under the provisions of Section 29 of the Landlord and Tenant Act 1985 (as amended by Paragraph 10 of Schedule 2 to the Landlord and Tenant Act 1987) has been considered by the Tribunal, and the objection from the Landlord has been dismissed

**THIS IS TO CERTIFY that**

**Warford Park Retirement Residents' Association**

is a Recognised Tenants' Association for the purposes of the Landlord and Tenant Act 1985.

This Certificate will be valid for a period of FIVE years with effect from 26<sup>th</sup> February 2026, expiring on the 25<sup>th</sup> of February 2031, unless cancelled earlier.

Signed: L F McLean  
Judge of the First-tier Tribunal  
(Property Chamber)

26<sup>th</sup> February 2026