FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/00MG/LSC/2025/0652**
Property	**:**	**302-340 Medina House, Silbury Boulevard, Milton Keynes, MK9 2FA**
Applicants	**:**	**Various leaseholders of Medina House**
Representative	**:**	**Mr S Gallagher, Counsel**
Respondents	**:**	**(1) UK Residential Heights Limited** **(2) Assethold Limited**
Representative	**:**	**For UK Residential Heights, no attendance or representation** **For Assethold Limited, Mr M Brittain, Counsel**
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	**:**	**First-tier Tribunal Judge K Neave** **Dr Janet Wilcox FRICS**
Venue	**:**	**Remote hearing by CVP**
Date of decision	**:**	**12 February 2026**

DECISION

Decisions of the tribunal

(1) The tribunal determines that the service charge demands dated 7 March 2022, 31 August 2022, and 6 March 2023 are not currently due from the Applicants to the Respondents.

(2) The tribunal determines that the service charge demands dated 31 August 2023, 4 March 2024, 29 August 2024, 5 March 2025, and 8 September 2025 are payable by the Applicants to the Second Respondent.

(3) The tribunal makes the determinations as set out under the various headings in this Decision.

(4) The tribunal makes the directions set out below for written submissions relating to the Applicants' application under s.20C of the 1985 Act and paragraph 5A of schedule 11 of the 2002 Act, and the refund of any tribunal fees.

The application

1. By an application dated 30 April 2025, the Applicant tenants seek 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 them in respect of the following service charge years:

   (i) 2021 - 2022

   (ii) 2022 - 2023

   (iii) 2023 - 2024

   (iv) 2024 – 2025

Background

2. The background to this application is set out in the 129-page hearing bundle, which we have considered in detail. We have also considered Mr Gallagher's skeleton argument dated 19 January 2026 and the accompanying bundle of authorities.

3. Medina House is a converted former office block of 86 leasehold flats arranged over six floors, with seven ground floor commercial units. Neither party requested an inspection of the flats or the block and the tribunal did not consider that an inspection was necessary, and nor would it have been proportionate to the issues in dispute.

4. The Applicants are the leasehold owners of Flats 1 – 4, 6, 11, 13, 16, 20, 21, 24, 26, 29, 30, 36, 43, 44, 47 – 50, 54, 56, 60, 63, 64, 67 – 70, 72, 74 – 76, 78, 82, and 84 Medina House.

5. The First Respondent is the original landlord under the terms of the leases.

6. The service charge demands in dispute in this case have been made by the Second Respondent, who has produced to the Applicants a TR1 form dated 5 April 2023 which records a transfer to the Second Respondent from the First Respondent of the property described as Medina House ("the Transfer"). The Transfer has not been completed by registration and accordingly the First Respondent remains the registered freehold owner of Medina House.

The hearing

7. By directions given by Judge Wyatt on 17 September 2025, this application was directed to be heard alongside another case involving Medina House (in case reference CAM/00MG/LSC/2025/0605) and was listed before and duly heard by the same panel on 21 and 22 January 2026. Though each application involves the same property, their issues do not overlap and a separate decision has been published in the other matter.

8. At the hearing, the Applicants were represented by Mr Gallagher, counsel.

9. The First Respondent did not attend the hearing and nor was it represented. On 28 October 2025 it applied for a direction removing it as a Respondent to these proceedings on the grounds that it has no continuing interest in the property, having sold its interest in Medina House to the Second Respondent on 5 April 2023. The Tribunal did not deal with that application in advance of the hearing, and plainly it would have been inappropriate to remove the First Respondent from these proceedings given that some of the service charge years in dispute pre-date the sale of Medina House. Accordingly, the First Respondent remained a party to these proceedings yet did not attend the hearing.

10. Mr Brittain represented the Second Respondent, until he withdrew from so acting in the circumstances described in more detail below.

11. We heard no oral evidence. Mr Gallagher made submissions. We reserved our decision.

Preliminary matters

12. At the outset of the hearing, Mr Brittain made an oral application for the hearing to be adjourned. He said that he had only been instructed three working days before the hearing, and that it had quickly become clear to him that the issues in dispute were not straightforward. He eventually received the papers in this case from those instructing him at 4pm the day before the hearing, however his view was that the matter would require two days of preparation time. He therefore had not been able to adequately prepare for the hearing. He did not have any instructions as to why he had not been instructed to attend the hearing until the last minute nor why the papers had not been provided to him in a timely manner.

13. He asserted that the overriding objective required an adjournment so that the issues in the application could be properly argued. He said that there would be no prejudice caused to the Applicants by an adjournment but potentially significant prejudice to the Second Respondent if the hearing were to go ahead in the circumstances.

14. Mr Gallagher opposed the application. He pointed out that the Second Respondent had received the hearing bundle, prepared on behalf of his clients, in good time before the hearing. The hearing had been listed since September 2025. The Second Respondent had failed to engage with the proceedings and the Tribunal's directions. No good reason had been advanced for its failure to instruct counsel in good time for the hearing (nor indeed in relation to its failure to otherwise engage with the application) and any prejudice that it might suffer was of its own making. The Applicants would suffer prejudice if the hearing were adjourned. For example, no offer to indemnify them for their costs had been made. A Rule 13 application would be another step that the Applicants would have to take which would add another layer of complexity, and they could not be guaranteed to recover all of their costs in any event.

15. We considered the Second Respondent's application carefully but decided that it should be refused. Though we noted that the overriding objective includes ensuring, so far as practicable, that the parties are able to participate fully in the proceedings, there was no good reason for the Second Respondent's failure to instruct counsel to attend in good time before the hearing, and it had failed to otherwise engage with the application until the very last minute. This was not acceptable conduct. We agreed with Mr Gallagher that prejudice would be caused to the Applicants if the matter were to be adjourned, both in respect of their significant legal costs of preparing for a two-day hearing, and the further delay that an adjournment would cause. Any prejudice to the Second Respondent appeared to be of its own making. Though we accepted that there is some complexity to the issues in dispute, we did not consider that an adjournment in these particular circumstances would have been proportionate to the resources of the Applicant and the Tribunal.

16. Mr Brittain informed the Tribunal that, the application to adjourn having been refused, he considered that he was professionally embarrassed as he had not had adequate time to prepare for the hearing. He accordingly withdrew from acting for the Second Respondent and left the hearing.

17. Mr Gallagher asked the tribunal to proceed with the hearing in the absence of both Respondents. We were satisfied that it was appropriate to do so – we were satisfied that both Respondents had been notified of the hearing and, for the same reasons as we set out above in refusing the application to adjourn the hearing, it was in our judgment in the interests of justice to proceed.

18. Mr Gallagher then advanced an application made in writing by those instructing him on 28 November 2025 for the tribunal to exercise its powers under Rule 8(2)(e) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to debar the Respondents from providing further evidence and taking further part in the proceedings due to the Respondents' failure to comply with paragraph 8 of the directions of Judge Wyatt dated 17 September 2025 (as amended on 26 September 2025) requiring the Respondents to provide a statement of case and other documents in support of their position.

19. We refuse this application. We accept that the Respondents' failure to comply with the directions is serious. It has hampered the Applicants' ability to understand clearly the basis for the service charge demands made of them and to prepare for the hearing, and it has impeded the efficient resolution of the application in that time has been spent dealing with the application to adjourn the hearing made at the last minute by the Second Respondent. No explanation for the failure to comply with the directions has been provided.

20. However, we are also required to consider all the relevant circumstances in order to decide for ourselves what fairness and justice requires in this case, considering carefully the Tribunal's overriding objective. Mr Gallagher confirmed that the making of a barring order would in the circumstances have no practical impact on the way that the Tribunal would deal with the hearing before it, but would be relevant to any later application that the Applicants may make in relation to costs and/or the conduct of their section 20C application, or any application that the Respondents may make in relation to this decision. We did not consider that it would be fair or proportionate to the breach of the directions identified to prevent the Respondents from engaging with these consequential matters. Their failure to engage with the proceedings to date has in our judgment been adequately addressed by refusing the adjournment application and proceeding in the Respondents' absence.

The issues

21. In relation to the First Respondent's ability to recover service charges demanded before 5 April 2023, the issue in dispute is whether the First Respondent has failed to comply with section 47 of the Landlord and Tenant Act 1987 ("the 1987 Act") and if so, whether this means that liability to pay the sums demanded is suspended under section 47(2) of the 1987 Act.

22. In relation to the Second Respondent, the issues are, in relation to service charges demanded after 5 April 2023:

    (i) Whether the Second Respondent is by virtue of the Transfer entitled to exercise owner's powers under section 24 of the 2002 Act and thereby demand service charges.

    (ii) Whether the Second Respondent has failed to comply with section 47 of the 1987 Act and if so, whether this means that liability to pay the sums demanded is suspended under section 47(2).

23. Mr Gallagher confirmed that the point raised in paragraphs 27 to 29 of the submissions prepared on behalf of the Applicants (that the service charge demands were required to be served with relevant safety information under section 47A of the 1987 Act) is not pursued by the Applicants, section 47A not being in force.

24. 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.

The tribunal's decision and reasons

The demands

25. We begin by giving brief details of the demands made. We have been provided with specimen demands for Flat 78. There is no suggestion that the demands made of the other Applicant leaseholders were made on different dates or contained different information (though of course, the sums demanded will differ with the apportionment of the charges).

26. The specimen demands are as follows:

    (i) 7 March 2022 – balancing charge for year ending March 2022.

    (ii) 31 August 2022 – interim charge for the period September 2022 – March 2023.

(iii) 6 March 2023 - balancing charge for year ending March 2023.

(iv) 31 August 2023 – interim charge for the period September 2023 – March 2024.

(v) 4 March 2024 - balancing charge for year ending March 2024.

(vi) 29 August 2024 – interim charge for the period September 2024 – March 2025.

(vii) 5 March 2025 - balancing charge for year ending March 2025.

(viii) 8 September 2025 – interim charge for the period September 2025 – March 2026.

Demands that pre-date the Transfer

27. The specimen demands of 7 March 2022 and 31 August 2022 state, under the heading "section 47 & 48 Landlord & Tenant Act 1987" that the freeholder is the Second Respondent. The demands give the Second Respondent's address as 5 North End Road, NW11.

28. On any analysis of the documents in the hearing bundle, this information was not correct. Before 5 April 2023, the landlord of Medina House in both law and equity was the First Respondent. There is no suggestion by any of the parties that the service charges due under the leases would have been payable to anyone other than the First Respondent before that date.

29. The demand dated 6 March 2023, which is found at page 34 of the hearing bundle, does not contain any information about the identity of the landlord.

30. Section 47 of the 1987 Act provides that written demands for rent or other sums payable to the landlord under the terms of a tenancy must include the name and address of the landlord, and, if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant. If they do not contain this information, then by section 47(2) of the 1987 Act, any part of the amount demanded which consists of a service charge shall be treated for all purposes as not being due from the tenant to the landlord at any time before that information is furnished by the landlord by notice given to the tenant.

31. As there is no suggestion that service charges demanded before 5 April 2023 would have been payable to anyone other than the First Respondent, and as the service charge demands of 7 March 2022, 31 August 2022 and 6 March 2023 do not contain the name and address of the First Respondent, we find that the sanction in section 47(2) of the 1987 Act applies and the sums demanded are not currently due from the Applicants to the Respondents.

The Transfer of 5 April 2023

32. The Applicants' case is that the Respondents, and in particular, the Second Respondent, have not established that the Second Respondent is entitled to be registered as proprietor of Medina House so as to enable it to exercise owners powers in relation to the registered estate under section 24 of the Land Registration Act 2002 ("the 2002 Act"), and thereby demand service charges.

33. By section 24 of the 2002 Act, a person is entitled to exercise owner's powers in relation to a registered estate or charge if he is—

(a) the registered proprietor, or

(b) entitled to be registered as the proprietor.

34. In ***RM Residential Limited v Westacre Estates Limited*** [2024] UKUT 56 (LC), the Upper Tribunal considered the application of the consultation requirements contained in section 20 of the 1985 Act in circumstances where the FTT had refused an application for dispensation made by an equitable landlord during the registration gap on the grounds, amongst other things, that an equitable landlord was not entitled to do works on the property or serve consultation notices. Judge Cooke held that the FTT was wrong – the property belonged in equity to the new landlord who was entitled to exercise owner's powers under section 24 of the 2002 Act. She held that the equitable owner of the property is the landlord in relation to questions about service charges and said that "*Section 18 of the 1985 Act defines service charges by reference to a landlord's costs, and an unregistered purchaser, for whom the legal owner holds on a bare trust, is the landlord in all senses relevant to the recovery of service charges imposed for the recovery of the landlord's costs*".

35. In their statement of case, as adopted and expanded upon by Mr Gallagher in his submissions, the Applicants advance a number of concerns about the Transfer which they say might mean that the Second Respondent is not entitled to be registered as the proprietor of Medina House. In particular, Mr Gallagher drew our attention to:

(i) The incorrect title number inserted in box 1 of the TR1. The title number refers to a different property altogether.

(ii) The differing figures for the consideration for the transfer given in box 8 of the TR1 and box 4 of the AP1.

36. However, these issues do not appear to be of concern to the Land Registry ("HMLR") in connection with the registration of the Transfer. On 12 February 2024, HMLR wrote to the Second Respondent's agent, Eagerstates Limited, identifying the correct title number for Medina House and raising one requisition only, which was unrelated to the Applicant's concerns identified above.

37. The requisition related to the Second Respondent's failure to supply a Land Transaction Return certificate and/or a SDLT5. HMLR informed Eagerstates Limited that, without the certificate or receipt, or confirmation that a certificate is not required, the Transfer could not be registered. It is clear that this requisition was not fully complied with by anyone acting on behalf of the Second Respondent, because on 15 January 2025 HMLR cancelled the application for registration.

38. We take into account that it does not appear that the Second Respondent has yet renewed its application for registration, but that of itself does not in our judgment mean that it is not entitled to be registered as the proprietor of Medina House.

39. That the Second Respondent has not complied with the Tribunal's directions requiring it to explain the reasons for its failure to register its ownership of Medina House is highly regrettable. We accept that, as a result, there remain questions about whether the Second Respondent is able to produce a Land Transaction Return certificate and/or a SDLT5 to the satisfaction of HMLR. However, the specific issue of how any failure on the Second Respondent's part to comply with the requirement to file a SDLT return (or to otherwise comply with the applicable taxation requirements in relation to property transactions) might affect its ability to exercise owner's powers under section 24 of the 2002 Act was not dealt with in the Applicants' skeleton argument nor in submissions. On the face of it, a requirement to have obtained the SDLT5 certificate referred to in the requisition before such powers could be exercised would seem incompatible with the decision in ***RM Residential Limited*** which makes it clear that the practical effect of section 24 of the 2002 Act is that, from completion day, the purchaser is the owner of the property, at least in all senses relevant to service charge recovery.

40. Both Respondents in this case agree that they are bound by the Transfer. There is no dispute between them that the Second Respondent is entitled to be registered as proprietor of Medina House.

41. On the evidence before us, we are satisfied that from 5 April 2023, the Second Respondent was entitled to exercise owner's powers in relation to Medina House. This included the power to issue demands for service charges due under the leases of the flats.

Demands made after the Transfer

42. The specimen demands dated 31 August 2023, 4 March 2024, 29 August 2024, 5 March 2025, and 8 September 2025 give the Second Respondent's name and address as the landlord for the purposes of section 47 and 48 of the 1987 Act. Mr Gallagher contends that this was wrong, and the name and address on the demands should have been the name and address of the registered freeholder – i.e. the First Respondent. He submits that the sanction in section 47(2) of the 1987 Act applies and the sums demanded should be treated as not being due from the Applicants to the Second Respondent.

43. The Applicants appear to accept, in paragraphs 11 to 14 and 26 of their submissions dated 24 October 2025 that, if we find that the Second Respondent was entitled to exercise owner's powers in relation to Medina House after 5 April 2023 and to make service charge demands of them, then the service charges demanded after this date would have been, but for the section 47 issue, payable to the Second Respondent.

44. Mr Gallagher's argument, made at paragraph 21 of his skeleton, is that Assethold is not the landlord for the purposes of section 47 of the 1987 Act. He asserts that the First Respondent is the landlord for these purposes.

45. The definition of "landlord" for the purposes of section 47 of the 1987 Act is found in section 60, and "means the immediate landlord".

46. However, if (as appears to be accepted by the Applicants as the natural conclusion of our findings about the Transfer) service charges are payable to the Second Respondent, but the Second Respondent is not the "landlord" for the purposes of section 47 of the 1987 Act, then on the face of it the only effect of the sanction in section 47(2) would be that the charges are not due from the tenant to the landlord. As the charges are due to the Second Respondent, who the Applicants say is not the landlord, then the Applicants' obligation to pay them is not affected: ***Pendra Loweth Management Limited v North*** [2015] UKUT 91 (LC); [2015] L. &. T.R. 30.

47. If we are wrong about that, then in asserting that the First Respondent should have been identified as the landlord in the service charge demands served after 5 April 2023, Mr Gallagher relied on the decision in ***Prince of Wales Road RTM Co Limited v Assethold Limited*** [2024] EWCA Civ 1544, in which the Court of Appeal considered the

meaning of the term "landlord under a lease" in s.79(6)(a) and s.88(1) of the Commonhold and Leasehold Reform Act 2002. In that case, a notice of a claim to acquire the right to manage premises had been served on the unregistered purchaser (who had been named in a service charge demand as the landlord) but not on the registered freehold owner/vendor. The Court of Appeal held that the ordinary and natural meaning of "landlord under a lease" referred to the registered landlord, and went on to find that this construction was supported by the context and purpose of the 2002 Act, and in particular the need for the legislation to be "as simple as possible to reduce the potential for challenge by an obstructive landlord". A RTM company may have no way of knowing that the registered landlord had sold its interest and the aim of having a simple process would be materially undermined if a claim notice had to be served on an equitable owner of a registered interest.

48. Though we bear in mind the similar wording used in the 2002 Act ("landlord under a lease") and the 1987 Act ("the immediate landlord"), we find considerable assistance in the Upper Tribunal's decision in ***Beitov Properties v Martin*** [2012] UKUT 133 (LC), in which it was held that the purpose of the requirement in section 47((1)(a) of the 1987 Act is both to provide the tenant with an address at or through which he can communicate with the landlord, and to enable the tenant to know who his landlord is and the address at which his landlord can be found.

49. If Mr Gallagher is correct, and the name and address to be given on the service charge demand is the name and address of the vendor of a property during the registration gap, this would seem to us to be contrary to the purpose of section 47, described in ***Beitov***. The vendor is not the landlord in any sense relevant to the recovery of the service charges that are the subject of the demand (***RM Residential Limited***) and the service charges would not be payable to the vendor. The tenant would not be able to identify its landlord nor find its landlord at the vendor's address in any practical sense. The tenant would instead find there the trustee for its landlord, who had nothing to do with the sums that had been demanded.

50. In our judgment, the purpose of section 47 of the 1987 Act is to provide the tenant with practical information about the identity of its landlord and where its landlord can be found. That is in our judgment different from the purpose of the provisions by which tenants may exercise the right to manage under the 2002 Act, and in exercising such a right the tenant does not need to rely on what is said in a service charge demand about the identity of the landlord – they are able to rely on the entries on the register (***Prince of Wales Road RTM Co Limited*** at [46]).

51. For these reasons, we find either that the sanction under section 47(2) of the 1987 Act does not affect the Applicants' liability to pay service charges demanded by the Second Respondent, or that the service charge demands dated 31 August 2023, 4 March 2024, 29 August 2024, 5 March

2025, and 8 September 2025 correctly named the Second Respondent as landlord for the purposes of section 47 of the 1987 Act. On either finding, the demands are payable by the Applicants to the Second Respondent.

Application under s.20C of the 1985 Act and paragraph 5A of schedule 11 of the 2002 Act, and refund of fees

52. Mr Gallagher submitted, and we agreed, that it would be preferable to determine the Applicants' applications under section 20C and paragraph 5A, and the position in relation to the refund of Tribunal fees, after the substantive determination is published. We make the following directions in this respect:

    (i) By 2 March 2026, the Applicants may make brief written submissions as to the orders that it seeks and their reasons in support.

    (ii) By 16 March 2026, the Respondents may make brief submissions in response.

    (iii) Unless either party objects by 23 March 2026, the Tribunal will determine these issues on the papers in week commencing 30 March 2026.

Name: Judge K Neave **Date:** 12 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).