



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

Case reference : LON/00BK/LSC/2025/0974

Property : Top Floor Flat, 113 Randolph Avenue,
London , W9 1LD

Applicant : Notting Hill Genesis

Representative : Mr Ben Leb (Counsel)

Respondent : Ms Lydia Lago

Representative : In Person

Type of application : For the determination of the liability to
pay service charges under section 27A of
the Landlord and Tenant Act 1985

Tribunal members : Mr A Harris LLM FRICS
Mr K Ridgway MRICS

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 20 February 2026

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £4920.74 is payable by the Respondent in respect of the service charges for the years 2023-2024, 2024-2025 and advance charges 2025-2026.
- (2) The tribunal makes the determinations as set out under the various headings in this Decision
- (3) Since the tribunal has no jurisdiction over county court costs and fees, this matter should now be referred back to the Willesden County Court.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Applicant in respect of the service charge years 2022 - 2023, 2023-2024, 2024-2025 and advance charges 2025-2026.
2. Proceedings were originally issued in the Civil National Business Centre under claim no. L4QZ7R3V. The claim was transferred to the Willesden County Court and then in turn transferred to this tribunal on 25th July 2025.

The hearing

3. The Applicant was represented by Mr Ben Leb of counsel at the hearing and the Respondent appeared in person.
4. At 4:15 PM on Wednesday 18 February the Respondent emailed the tribunal requesting a postponement of the hearing listed for Friday 20 February as she was suffering from gastroenteritis and provide a medical certificate. The request was opposed by the Applicant. The tribunal considered the previous history of this matter and that it should proceed and therefore made arrangements for the Respondent to attend remotely by video. In the event the Respondent attended by telephone.
5. At 18.52 on the evening before the hearing the Respondent sent to the tribunal additional documents and a witness statement requesting these be admitted. The Applicant opposed the admission of these documents as the Respondent had missed earlier dates for submitting documents and the late submission of these documents gave no time to prepare for the hearing. This hearing was a relisting of a hearing postponed from December.
6. The tribunal considered that the proportionate use of tribunal resources meant the case should continue to be heard, the Respondent has

previously had more than enough time to submit documents and this new material would not be admitted.

The background

7. The property which is the subject of this application is a 2nd and 3rd floor flat in a converted house consisting of 4 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 Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.
10. The tribunal issued directions on 13 August 2025 providing for disclosure and listing the case for a hearing on 15 December 2025. By a further Order dated 11 December 2025 that hearing was postponed for 2 personal reasons of the Respondent. The tribunal recorded that it did not consider there have been any failure of disclosure by the Applicant in this hearing. The Order also records that the Applicant offered to allow the Respondent to view certain documents in its offices which may go some way towards dealing with what the Respondent perceives as disclosure failures.

The issues

11. The documents identified the relevant issues for determination. The Respondent has paid the disputed sums to the Applicant but on the basis she does not admit liability for those charges on the grounds that the Applicant has not provided enough detail for her to be certain that the charges have been properly incurred. The Applicant seeks certainty over the charges for the years in question.
12. The papers refer to outstanding ground rent payments, but as ground rent is not within the jurisdiction of the tribunal this issue will not be considered further. It is a matter for the County Court.
13. Having heard evidence and submissions from the parties and considered all of the admissible documents provided, the tribunal has made determinations on the various issues as follows.

Inspection of documents and application under section 22 of the Landlord and Tenant Act 1985.

14. At the hearing, the Respondent claims that the Applicant had not responded to requests to inspect the documents supporting the service charge.
15. The Applicant's witness, Mr Antoine Labadie agreed that inspection had not taken place at the Applicant's offices but instead all of the invoices with one exception were sent to the Respondent by email on 10 January 2026. The exception was one invoice relating to pest control which is missing. A copy of that email is not in evidence before the tribunal.
16. The Respondent confirmed receipt of that email.
17. The Respondent still maintained that sufficient detail had not been given for her to be able to respond to the service charge demands.
18. The tribunal finds that the Applicant has provided the information requested by the Respondent.

The law

19. Section 19(1)(a) Landlord and Tenant Act 1985 provides that relevant costs shall be taken into account in determining the amount of a service charge payable for a period only to the extent that they are reasonably incurred.
20. Section 19(2) Landlord and Tenant Act 1985 provides that where a service charge is payable before relevant costs are incurred no greater amount than is reasonable is so payable.
21. In *Forcelux v Sweetman* [2001] 2 E.G.L.R. 173 the Upper Tribunal held there is a two-stage test when determining whether a service charge sum is reasonably incurred.:
 - a. Whether the decision-making process was reasonable; and
 - b. Whether the sum charged is reasonable in light of market evidence.

22. In *Okoye v Grays Inn Capital Ltd* [2025] UKUT 195 (LC) Judge Cooke held at paragraphs 2-4:

The legal background

Section 27A of the Landlord and Tenant Act 1985 gives the First-tier Tribunal jurisdiction to determine whether service charges in respect of leasehold property are payable. Section 19 of the 1985 Act provides:

“(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred,

...

and the amount payable shall be limited accordingly.”

*It follows that to the extent that a cost was not reasonably incurred the related service charge is not payable. **It is well-established that a tenant who wishes to challenge a charge on that basis must make a “prima facie case” that the cost was not reasonably incurred; in other words, he or she must produce some reason or evidence that indicates that the cost was not reasonable. The tenant cannot simply put the landlord to proof that it was reasonable.***

*That prima facie case might be, and often is, a cheaper quote for the same work or service; but it might be an observation that certain events or circumstances make the cost look unreasonable. For a recent example, see *Priyanj Shah v Assehold Limited* [2025] UKUT 174 (LC).*

Scott schedule

23. The Respondent submitted a schedule on 30 October 2025 to the tribunal by email.
24. There is a schedule prepared by the Applicant at page 29 of the bundle incorporating both party’s comments.
25. Starting with the Respondent’s schedule.
- 26. Actuals 2024-2025 and estimate 2022-23**
27. The Respondent states the actual charges for 2024/2025 and estimated charges for 2022/2023 were not sent by the applicant.

28. The Applicant in a more general comment responding to a failure to provide invoices and evidence states that the Applicant provided service charge accounts and relevant demands as required by the tribunal's directions. Disclosure has been provided and the directions did not require receipts or invoices.

The tribunal's decision

29. The accounts which are said to be missing are in the bundle with accounts for the year ending 31 March 2023 at page 294 and accounts for the year 2024/2025 are page 351.

Audit 2022-2023 £274 and 2024-2025 £265

30. The Respondent says the lease contains no provision for audit costs to this expense not recoverable from the tenant.
31. The Applicant states the lease permits recovery of professional fees, including accountants and solicitors charges incurred in the management of the building. Audit fees fall within this category.

The tribunal's decision

32. The tribunal determines that the amounts payable in respect of audit fees are recoverable.

Reasons for the tribunal's decision

33. The Applicant holds the premises under the extended lease granted under the Leasehold Reform Housing and Urban Development Act 1993 for a term of 215 years commencing on 24 June 1981 together with the rights granted by the Previous Lease.
34. The 8th schedule of the previous lease sets out the recoverable costs under the service charge and clause 6 provides that all fees charges and expenses payable to any solicitors and accountants estate agents surveyor value or architect or other professional or competent adviser the lessors may from time to time reasonably employ in connection with the management and/or maintenance of the building... Including the preparation of the annual maintenance account...
35. The tribunal considers that auditing of the service charge is a reasonable step for the landlord to take as scrutiny of the accounts by an independent professional benefits both parties by ensuring there has been no error or misconduct in the preparation of the accounts.

2025/6 SVD DTD repairs £50

- 36. The Respondent states that have been no repairs. Please show evidence.
- 37. The Applicant states that the £50 represents the Respondents 25% contribution to a provisional sum of £200 allocated for minor day-to-day repairs. The final decision will be confirmed through the standard year-end reconciliation process.

Decision of the tribunal

- 38. The financial year 2025-2026 is not complete and final reconciliation will not have taken place. The service charge requested for this year is an advanced charge on account and section 19 (2) provides that no greater amount than is reasonable is so payable. The tribunal considers that the inclusion of a modest sum in the budget for minor day-to-day repairs is reasonable and therefore the sum is payable.

2025/6 SVD DTD repairs £200

- 39. The Respondent queries why repairs are charged twice. Why should she pay 25% then 33.33% of these when she am responsible for 25% of the block expenses for the whole building as per the lease.
- 40. The Applicant states that £200 represents the total cost of repairs to the building of which the Respondent's share is 25%. The £200 charge is under a separate heading relating to core charges for the area behind the communal front door apportioned as 33.33%. The Applicant argues there has been no duplication of charges and the apportionments applied are consistent with, if not more favourable than, those prescribed by the lease.

Decision of the tribunal

- 41. The financial year 2025-2026 is not complete and final reconciliation will not have taken place. The service charge requested for this year is an advanced charge on account and section 19 (2) provides that no greater amount than is reasonable is so payable. The tribunal considers that the inclusion of a modest sum in the budget for minor day-to-day repairs is not unreasonable and therefore the sum is payable.

2023-2024 SVC DTD repairs £585

- 42. The Respondent states please show evidence of any repairs.
- 43. The Applicant sets out details of the repairs at paragraph 67 of the statement of case.

Decision of the tribunal

44. As set out in paragraph 22 above it is for the leaseholder to produce a prima facie case as to why the charge is not payable. There is no challenge to any of the repairs listed in the Applicant's statement of case and the tribunal finds that this sum is payable.

2022/2023 and 2023/2024 electricity £367

45. The Respondent states please show evidence
46. The Applicant confirms that £367.19 shown in the 2022/2023 accounts as the actual cost of, electricity for the building for the year ending 31st of March 2023. The increase compared with the budgeted figure of £93.33 represents the widely documented surging UK energy prices during that period. The Respondent will be required to pay a 25% share of that charge.
47. The Respondent does not specify a particular figure in relation to 2023/2024 charges.
48. The Applicant confirms electricity expenditure is supported by supplier invoices and represents a reasonable and properly incurred cost under the terms of the lease.

Decision of the tribunal

49. As set out in paragraph 22 above it is for the leaseholder to produce a prima facie case as to why the charge is not payable. An explanation has been provided together with copies of the invoices and the tribunal finds that this sum is payable.

2023/2020 for pest control £182

50. The Respondent requires evidence of this to be provided as she is not aware of any issues with pests.
51. The Applicant states that a pest control contractor was engaged on or around June 2024 to address pests in the building. The total cost of the works were £729.32 of which the respondent share amounted to £182.33.
52. The Applicant acknowledges that the cost was not originally included in the service charge estimates but these are by their nature projections

rather than fixed caps the works were necessary to protect the fabric and hygiene of the building.

Decision of the tribunal

53. The fact that the Respondent claims not to be aware of any pests does not mean that there were no pests in the building. The tribunal was shown photographs of a pigeon nest in the roof. The tribunal is satisfied that this amount is reasonable and payable.

Depletion of sinking fund

54. The Respondent does not specify any figure and claims that the fund has been drawn on without explanation.
55. The Applicant states that the 2022/23 service charge accounts include a clear statement of the reserve fund showing contributions and expenditure. The fund has been used for legitimate building works in life if the lease. The expenditure of £17,351.02 against the reserve fund for this year was for cyclical works. The Respondent has not identified any improper use.

Decision of the tribunal

56. As set out in paragraph 22 above it is for the leaseholder to produce a prima facie case as to why the charge is not payable. Despite works having been carried out in 2022/23 there is no challenge to any repair works carried out during that period. The tribunal therefore finds that the reserve fund has been properly accounted for.

Failure to repair a roof

57. The Respondent states the Applicant has failed to fix leaks and there is mould and claims that she is paid for repairs herself.
58. The Applicant denies any knowledge of a reported roof repair. This item is about disrepair and not service charge reasonableness and falls outside the scope of the tribunal's jurisdiction.

Decision of the tribunal

59. The tribunal agrees the with the Applicant that this matter is not within its jurisdiction in this case as it does not relate to any of the claimed service charges.

Payments not accounted for

- 60. The Respondent claims some payments are missing from her account.
- 61. The Applicant states that any payments made by the Respondent had been properly credited to the accounts. There is no evidence of any missing payments.

Decision of the tribunal

- 62. Reconciliation of the service charge accounts and the Applicants payments is not a matter within the jurisdiction of the tribunal. This is a matter for the proceedings in the County Court.

The next steps

- 63. The tribunal has no jurisdiction over ground rent or county court costs. This matter should now be returned to the Willesden County Court.

Name: A Harris

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), 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).