



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

Case reference : **LON/00BK/LSC/2025/0793**

Property : **Flat D, 67 Abbey Road, London NW8
0AE**

Applicant : **Notting Hill Genesis**

Representative : **Mr D Mold (Counsel)**

Respondent : **Ms V Elliot**

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 A Gee RIBA**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **2 March 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £1729.42 is payable by the Respondent in respect of the service charges for the years 2020-2021, 2021-2022, 2022-2023.
- (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”) Respondent in respect of the service charge years 2020-2021, 2021-2022, 2022-2023.
2. Proceedings were originally issued in the County Court in the Civil National Business Centre under claim no. L1QZ6R8v. The claim was transferred to the Willesden County Court and then in turn transferred to this tribunal, by order of District Judge Griffiths on 14 March 2025.

The hearing

3. The Applicant was represented by Mr D Mold of counsel at the hearing and the Respondent appeared in person.

The background

4. The property which is the subject of this application is a top floor flat in a five storey building of four flats above shop premises.
5. The Respondent produced a short video of water damage which was shown to the hearing. 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.
6. 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 will be referred to below, where appropriate.

The issues

7. At the start of the hearing the parties identified the relevant issues,

- (i) 2021-2022 relating to cleaning
 - (ii) Repair works to a flat roof over the ground floor shop
 - (iii) Drainage issues
 - (iv) Out of hours inspections
8. 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.

2021-2022 cleaning £1605 Respondents share 25% £401.25

9. The Respondent challenges cleaning costs for the year 2021 to 2022 and sought an explanation from the Applicant in view of the fact that the cleaning costs for 2020 to 2021 were £411.25 and in 2022 to 2023 £739.20.
10. The Respondents suggested that there had been a change of cleaners and some overlap but the Applicant states that the cleaning is on a block contract dating from 2020 and that the reason that the charges were so high for this year was undercharging in previous years.

The tribunal's decision

11. The tribunal determines that the amount payable in respect of cleaning is £600.00 for the block with the Respondent's share being £150.

Reasons for the tribunal's decision

12. The tribunal does not accept that the reason for the charges being so high in 2021 to 2022 is that there was undercharging in previous years. The contract started in 2020 only one year prior to the year in question and if the charge for the previous year was £411 and for the succeeding year £739 there could not be such a massive undercharging in the previous year. Applying its knowledge and experience the tribunal determines the rate of £600 for the year 2021 to 2022.

Works to 1st floor terrace (flat roof over shop) £998

The tribunal's decision

13. The tribunal determines that the amount payable in respect of repairs to the 1st floor terrace (flat roof) is £ nil. The service charge payable by the Respondent is reduced by £249.50

Reasons for the tribunal's decision

14. The building consists of 4 flats and a ground floor shop. The flats and commercial premises are entirely separate with the common parts for the flat consisting of an entrance hall and staircase. It is reasonable to expect the commercial premises to be on a full repairing lease or equivalent or an inclusive lease where the landlord repairs, so that no expenditure falls on the Respondent for repairing those parts of the premises. It therefore follows that there should be no expenditure by the Applicant on the ground floor shop of the Building to be charged to the service charge. The tribunal therefore finds that this item of expenditure is not reasonably incurred.

Drainage issues and clearing blocked drains total £1222.24

The tribunal's decision

15. The tribunal finds that the various amounts claimed for clearing and preparing blocked drains between 67 and 69 Abbey Road are payable.

Reasons for the tribunal's decision

16. In evidence the Respondent stated that in her view this should not be charged to the service charge as the blockage occurred in the adjoining property 69 Abbey Road. Access points have been formed in number 69 which the Respondents thought was unreasonable to be charged to the service charge of No 67.
17. In response the Applicant's witness explained that there was a common drain between the 2 properties and the costs of repairs to the drain was split evenly between the 2 properties and charge to their respective service charges. Access to the drain had to be gained from one property or the other but both properties benefit.
18. The tribunal finds that the costs are reasonably incurred and therefore payable as this is a common drain between 2 properties which needs to be unblocked irrespective of from where the blockage emanates. The tribunal accepts the evidence the Applicant's witness.

Out of hours communal drain leak inspections Wates total £224.58

The tribunal's decision

19. The tribunal finds that the 2 invoices totalling £224.58 are payable

Reasons for the tribunal's decision

20. The Respondent argues that these 2 invoices arose from a water leak and should have been covered by an insurance policy although a claim was not made. Various costs arising from that leak were originally charged to the service charge and have since been credited back with the exception of the 2 invoices from Wates for £111.52 and £113.06.
21. The Applicant's witness stated that these 2 invoices would not be covered by insurance and were therefore properly charged to the service charge.
22. The tribunal accepts the evidence of the Applicant and determines that the 2 invoices were reasonably charged to the service charge and payable. These are normal incidents of management.

Reconciliation				
Amount claimed				£2,230.17
	serv ch	25%		
less Flat roof repair	£ 998.00	-£ 249.50		
cleaning	£1,605.00	-£ 401.25		
			-£ 650.75	
			£1,579.42	
add allowed cleaning	£ 600.00	£ 150.00	£ 150.00	
Allowed service charge				£ 1,729.42

The next steps

23. 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: 2 March 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).