



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

Case reference : **LON/00AR/LUS/2025/0004**

Properties : **1-12 Romside Place & 13-24 Romside
Place & 25-33 Romside Place, Romford
RM7 7EE
(1) 1-12 ROMSIDE PLACE (ROMFORD)
RTM COMPANY LIMITED
(2) 13-24 ROMSIDE PLACE (ROMFORD)
RTM COMPANY LIMITED
(3) 25-33 ROMSIDE PLACE (ROMFORD)
RTM COMPANY LIMITE**

Applicants : **Mr Stephen Wiles, Prime Property
Management**

Representative : **Assethold Limited**

Respondent : **N/A**

Representative : **s.94(3) Commonhold and Leasehold
Reform Act 2002 - uncommitted service
charges**

Type of application : **Judge Tagliavini
Mr M Pearce MRICS**

Tribunal : **24 March 2026
25 March 2026**

Date of hearing : **24 March 2026**

Date of Decision : **25 March 2026**

DECISION

The tribunal's summary decision

- (1) The tribunal finds the total estimated sum of uncommitted service charges (including insurance and reserve fund) in respect of the subject properties to be £88,394.62.
 - (2) The tribunal directs that this sum is to be passed over to the applicants within 14 days of the date of this decision.
-

The application

1. These are 3 consolidated applications seeking the tribunal's determination of the global estimated uncommitted service charges pursuant to s.94(3) Commonhold and Leasehold Reform act 2002 ('the 2002 Act') in respect of the three buildings known as **1-12 Romside Place & 13-24 Romside Place & 25-33 Romside Place, Romford RM7 7EE** ('the premises').

Background

2. In a decision dated 27 February 2025, the tribunal granted the applicants the right to manage the subject properties at **1-12 Romside Place & 13-24 Romside Place & 25-33 Romside Place, Romford RM7 7EE** (the premises') with effect from 27 May 2025. Since, that date the respondent has however, failed to participate in a handover of all relevant documents and monies held in respect of the management of the buildings or the service charges.

The hearing

3. An oral hearing was held on 24 March 2026 at which the applicants were represented by Mr Stephen Wiles, Property Manager. The respondent did not attend and was not represented. The applicants provided the tribunal with a hearing bundle which included a joint Statement of Case and Schedule of Estimated Uncommitted Service Charges. No evidence was provided by the respondent despite the tribunal's Directions dated 3 November 2025.

The tribunal's reasons

4. Section 94 of the 2002 Act provides:

94 Duty to pay accrued uncommitted service charges

(1) Where the right to manage premises is to be acquired by a RTM company, a person who is—

(a) landlord under a lease of the whole or any part of the premises,
(b) party to such a lease otherwise than as landlord or tenant, or
(c) a manager appointed under Part 2 of the 1987 Act to act in relation to the premises, or any premises containing or contained in the premises,

must make to the company a payment equal to the amount of any accrued uncommitted service charges held by him on the acquisition date.

(2) The amount of any accrued uncommitted service charges is the aggregate of—

(a) any sums which have been paid to the person by way of service charges in respect of the premises, and
(b) any investments which represent such sums (and any income which has accrued on them),

less so much (if any) of that amount as is required to meet the costs incurred before the acquisition date in connection with the matters for which the service charges were payable.

(3) He or the RTM company may make an application to the appropriate tribunal to determine the amount of any payment which falls to be made under this section.

(4) The duty imposed by this section must be complied with on the acquisition date or as soon after that date as is reasonably practicable.

5. In reaching its decision the tribunal took into consideration the applicants' documentary evidence and the oral evidence of Mr Wiles on the figures included in the Schedule, that the applicants relied upon to provide estimated figures of £44,617.54 (service charges including insurance) and £39,600 (reserve fund). The tribunal accepts the applicants' figures, albeit subject to minor adjustments to accurately reflect the pro-rated percentage attributable to each party in the service charge year 25/12/2024 to 24/12/2025 for charges incurred on a monthly basis e.g. cleaning and gardening.
6. The tribunal accepted the applicants' assertions that the whole of the insurance premiums collected from the leaseholders were not incurred by the respondent as these charges were in fact to be paid for buildings insurance commencing January 2026. The tribunal also finds that with effect from that date the applicants have insured the buildings in their names with the previous provider.
7. In the absence of any objection by, or evidence from the respondent, the tribunal finds from the documents provided, that on the balance of probabilities the respondent has, since its acquisition of the premises in

about 2012, demanded payment of a reserve fund in the annual sum of £100 per leaseholder. The tribunal finds there was no evidence to establish that this sum had been expended to defray all or some of the major works costs. Therefore, the tribunal finds the respondent holds the sum of £39,600 in respect of a reserve fund for the subject properties.

8. In estimating the amount of the uncommitted service charges the tribunal was assisted by, albeit surprised to learn that despite the tribunal's decision, a demand for service charges dated 28 May 2025 was sent out by the respondent to the leaseholders.
9. In conclusion, the tribunal finds the total estimated sum of uncommitted service charges (including insurance and reserve fund) in respect of the subject properties to be £88, 394.62 (see Appendix I). The tribunal also directs that this sum is to be handed over to the applicants within 14 days of the date of this decision.

Name: Judge Tagliavini

Date: 25 March 2026

Appendix I

Ref: LON/00AR/LUS/2025/0004
 1-12 ROMSIDE PLACE (ROMFORD) RTM COMPANY LIMITED
 13-24 ROMSIDE PLACE (ROMFORD) RTM COMPANY LIMITED
 25-33 ROMSIDE PLACE (ROMFORD) RTM COMPANY LIMITED

Decision

01 Jan 25 to 31 Dec 2025	RTM from:	Proportion of year:
	27-May-25	
Days (27/5/2025 - 31/12/2025):	219	60.00%

	Budget 2025	Pro rata @ 60%
Insurance	£17,772.14	£17,772.14
Common parts electricity	£2,600.00	£1,560.00
Common Parts cleaning	£7,400.00	£4,440.00
Common parts gardening	£6,250.00	£3,750.00
Window cleaning	£2,250.00	£1,350.00
Gutter cleaning	£550.00	£550.00
Intercom line rental	£1,900.00	£1,140.00
CCTV Line Rental	£1,400.00	£840.00
Fire H&S Testing etc	£1,650.00	£990.00
Drains services	£1,500.00	£1,500.00
CCTV Maintenance and repairs	£2,700.00	£1,620.00
Annual bin hire	£600.00	£0.00
Annual Spring parking	£300.00	£180.00
Carpet cleaning	£500.00	£500.00
Fire H&S risk assessment	£800.00	£800.00
Fire door inspection	£1,500.00	£1,500.00
Accountant	£1,710.00	£1,710.00
Management fee Dec 2024/25	£9,820.80	£5,892.48
Repair fund (if needed)	£4,500.00	£2,700.00
Total required for year	£65,702.94	£48,794.62
Reserve fund		£39,600.00
Total		£88,394.62

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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).