FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/34UF/LSC/2025/0641**
Property	**:**	**1 Duncan Close, Flat 3 Moulton Park Industrial Estate, Northampton, NN3 6WL**
Applicant	**:**	**Jodie Pulley**
Respondent	**:**	**Duncan Close Limited (Landlord)**
Representative	**:**	**Solomon Gluck, Managing Director, Peak Estates Ltd (Management Company)**
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	**:**	**Judge Bernadette MacQueen** **Judge Robert Boucher** **Gerard Smith, MRICS FAAV**
Date of hearing	**:**	**15 December 2025**
Date of decision	**:**	**19 January 2026**

DECISION

Decisions of the Tribunal

(1) The Tribunal determines that the sums as set out below are payable by the Applicant in respect of the service charges for the year 2024 and future year 2025.

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

(3) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985, so that none of the landlord's costs of the Tribunal proceedings may be passed to the lessees through any service charge, and makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, extinguishing any liability to pay an administration charge in respect of litigation costs in relation to the proceedings.

The Application

1. The Applicant sought a determination pursuant to section 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 year 2024 and future year 2025.

2. It was agreed by both parties that the 2024 charges were actual charges whereas the 2025 charges were budget amounts. The Tribunal had before it the service charge certificate for the period 1 January 2024 to 31 December 2024 (page 171 of the Bundle), and the budget certificate for the period 1 January 2025 to 31 December 2025 (page 168 of the Bundle). Additionally, the Tribunal had before it the invoices for the Estate Charge, namely the service charge budget for 1 April 2024 to 31 March 2025 and service charge budget for 1 April 2025 to 31 March 2026 (pages 175 and 176 of the Bundle respectively).

The Hearing

3. The Applicant appeared in person at the hearing and the Respondent was represented by Solomon Gluck.

4. In accordance with directions made by the Tribunal following a case management hearing, the Respondent had prepared a bundle of documents which consisted of 247 pages (the Bundle). Within the Bundle, at pages 143 to 153, was a schedule completed by the parties (the Schedule).

5. 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. At pages 225 to 237 of the Bundle, photographs were provided.

The Background

6. The property which was the subject of this dispute was 1 Duncan Close, Flat 3, Moulton Park Industrial Estate, Northampton (the Property). The Property was a one bedroom flat within a block of six flats, three flats on the ground floor and three flats on the first floor (the Building). The Building was a converted commercial premise.

7. The Applicant held a long lease for the Property which required the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The leasehold land was held under title number NN363521. The relevant lease was dated 12 December 2018 and was made between Duncan Close Limited (1) and Jacob Samuel Smith (2) (the Lease). The specific provisions of the Lease will be referred to below, where appropriate.

8. The Property was subject to an estate charge because the block in which the Property was located formed part of a wider estate that was owned and managed by an estate owner. The freehold owner of the estate, Chown Commercial Ltd, levied an estate-wide maintenance charge on the landlord for shared facilities and services and, under the terms of the Lease, the landlord was entitled to recover the estate charge from leaseholders as part of the service charge. At pages 120 to 129 of the Bundle was a copy of the Transfer dated 30 November 1996. This set out the estate charges that were payable by the Respondent to the freehold owner of the estate, Chown Commercial Ltd. Chown Commercial Ltd were not a party to these proceedings and no application had been made for them to be joined.

The Lease

9. Service charge was defined within the Lease as:

> "The rent secondly hereby reserved calculated in accordance with the Sixth Schedule hereunder."

10. Paragraph 1.2 of the Sixth Schedule defined Total Expenditure as:

> " the total expenditure incurred or payable by the Landlord in any Accounting Period in carrying out its obligations under this Lease including (for the avoidance of doubt) all costs and expenses payable to any superior landlord under any head lease in respect of insurance and services relating to the Building and any other costs and expenses reasonably and properly incurred in connection with the

Building including without prejudice to the generality of the foregoing (a) the cost of employing Managing Agents (b) the cost of any Accountant or Surveyor employed to determine the Total Expenditure and the amount payable by the Tenant hereunder".

11. Paragraph 1.3 of the Sixth Schedule defines Service Charge as:

> "such proportion of Total Expenditure as are specified in the Particulars or (in respect of the Accounting Period during which this Lease is executed) such proportion as is attributable to the period from the date of this Lease to the 31st December next following."

12. The Tribunal had before it the relevant Transfer document which was dated 30 November 1990 and was made between UK Land Development Limited (1) and Erropie Limited (2) (pages 120 to 129 of the Bundle). This document defined the Estate as: "the land at Redhouse Road, Moulton Park, Northampton shown edged green on the Plan". The common area was defined as "the entirety of the Estate excluding the Units and the Service Conduits thereunder but including the hardstanding areas road pavements car spaces landscaped areas and fencing and the remaining Service Conduits".

13. Clause 2 of the Transfer stated that the Transferee on behalf of itself and its successors in title to the property covenants with the Transferor and its successors in title to the Common Areas to ensure for the benefit of the Transferor and its successors in title thereto as follows:

> 2.1 "To contribute on demand one seventeenth (1/17th) part of the cost and expenses (including the cost of any borrowings in connection therewith) to the Transferor or its successors in title to the Common Areas of maintaining repairing cultivating and when necessary renewing the Common Areas and the Service Conduits and the cost of all insurances taken out in respect thereof and
>
> 2.2 To comply with all reasonable requirements and regulations of the Transferor and its successors in title to the Common Areas relating to the management of the Estate and to pay a management fee in respect of the management of the Estate".

Matters No Longer in Dispute

14. Within the Schedule, the Applicant hadset out the items in dispute and the Respondent had provided their reply. At the start of the hearing, the Applicant confirmed that the following issues were no longer in dispute:

(i) Installation of Mains Operated Detection – 2025: the Respondent had provided an explanation within the Bundle (and particularly at pages 148 to 149 of the Bundle), which the Applicant accepted.

(ii) Facia Replacement and Roof Repair: the Applicant confirmed that she was satisfied with the explanation that the Respondent had provided regarding the facia replacement (£1,500) and roof repair (£840) charges. These items were no longer in dispute.

(iii) Section 20 consultation for roof repair – 2024: the Applicant confirmed that she was satisfied with the Respondent's explanation that the cost to repair a leak (£600) and work to stop dripping (£450) fell below the threshold for section 20 consultation. This item was therefore no longer in dispute.

(iv) Work carried out to stop dripping at external rear – 2024 – £450. The Applicant accepted the Respondent's explanation (within the Bundle and particularly at page 151).

(v) Window Cleaning and Communal Cleaning – 2024 and 2025: the Applicant confirmed that she had sought alternative quotations which were in line with the amount the Respondent had charged.

The Issues in Dispute

15. The Applicant confirmed that the following issues were in dispute:

(i) Estate Charge for 2024 and 2025;

(ii) Estate Charge for Refuse – 01/04/2024 to 31/03/2025;

(iii) Additional roof repair due to leaks – 2024

16. 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.

Estate Charge of 2024 and 2025

17. The Applicant told the Tribunal that the estate charges were increasing significantly having been £4,597.05 in 2024 and £5,550 in 2025. The Applicant asked that the Respondent clarify the actions they were taking to deal with the dispute that the Respondent had with Chown Commercial as to the amount that they were required to pay by way of Estate Charge and to clarify why the tenants were being charged the incorrect amount by the Respondent. It was the Applicant's position that it was not reasonable for the Respondent to pass on the charges that they were incurring from Chown Commercial when they were incorrectly calculated. Further, the Applicant questioned whether it was the Respondent's position that they were withholding some of the estate charge payments as they believed these were being overpaid and asked the Respondent to confirm that the leaseholders will be credited for any overpayment for the estate charges for 2024 and 2025.

18. The Applicant confirmed that she would be satisfied with paying the correct amount of estate charge for services that were payable under the Lease.

19. The Respondent confirmed that their position was that the estate charges were recoverable from the Applicant under the Lease. However, the Respondent confirmed that there was an ongoing dispute between the Respondent and Chown Commercial Ltd as to the apportionment of the estate charges. The Respondent submitted that Chown Commercial had invoiced the Block at 12.67% of the total estate charges; however, under the Transfer, the correct contribution was 1/17th of the cost of maintaining the common areas.

20. The Respondent confirmed that they had withheld the payment of the estate charge issued by Chown Commercial Ltd on 5 December 2024 for service charge year 2025 until the correct apportionment was demanded of them. Once the matter was resolved, any refund due to leaseholders would be made to the leaseholders by the Respondent.

21. The Respondent told the Tribunal that they scrutinised and challenged the amounts they were charged by Chown Commercial Ltd. Specifically, the Respondent confirmed that they had challenged the charge for gutter cleaning which Chown Commercial Ltd had accepted was not payable. The Respondent confirmed that at year end, an adjustment would be made to the service charge account to reflect this.

Tribunal Decision – Estate Charge 2024 and 2025

22. The Tribunal is satisfied that the Sixth Schedule of the Lease enables the landlord to recover estate costs payable under the Transfer to Chown Commercial Ltd. The difficulty for the Tribunal is that Chown

Commercial Ltd were not a party to these proceedings, and further were not a party to the Lease.

23. The Tribunal accepts the Respondent's position that the Transfer document stated at clause 2.1 that estate charge of $1/17^{th}$ was payable. Therefore, the Tribunal finds that this is the amount that is payable by leaseholders.

24. The Tribunal notes that the Respondent is in discussion with Chown Commercial Ltd to resolve the apportionment; however, the Tribunal finds that leaseholders can only be required to pay their proportion of the $1/17^{th}$ of the estate charge.

25. It was agreed by both parties that the 2025 estate charge budget prepared by Chown Commercial Ltd had been reduced following their review of the amounts. The Respondent confirmed that any credits or adjustments arising from this would be reflected in the year-end service charge demands so that any resulting credit would be applied to the leaseholders' accounts.

Estate Charge for the service labelled as refuse – 01/04/2024 to 01/03/2025

26. The Applicant told the Tribunal that she did not understand why leaseholders were being charged for the private collection of the commercial waste bins. The Applicant further stated that the residents had their own bins provided by the Council.

27. The Respondent confirmed that this charge was made by Chown Commercial Ltd but was the subject of a dispute between the Respondent and Chown Commercial Ltd. The Respondent confirmed that Chown Commercial Ltd stated that they had seen some residents using the estate's commercial bins and this was why a charge was made. The Respondent stated that they were seeking clarification from Chown Commercial Ltd as to the extent of the Respondent's liability to pay under the Transfer and clarification of the basis for the charge.

Tribunal Decision - Estate Charge for the service labelled as refuse – 01/04/2024 to 01/03/2025

28. The Respondent has charged the Applicant for the amount they have been charged by Chown Commercial Ltd for refuse collection in accordance with the Lease. The Tribunal therefore finds that the charges are reasonable and reasonably incurred (2024 and 2025 respectively).

29. However, the Tribunal notes that the Respondent is attempting to resolve this matter with Chown Commercial Ltd so that the residents are not charged for bin collection. The Tribunal accepts the Respondent's

evidence that they have made arrangements with the local council for bins to be provided to the tenants so there would be no need for residents to use the commercial bins in an effort to resolve the situation.

Additional Roof Repair Due to Leaks (£600) – 2024

30. The Applicant stated that in 2023 a repair was completed to the roof; however, a further charge had also been made for a repair in 2024. The Applicant did not accept that leaseholders should be charged for both repairs and noted that the Respondent did not use the company who completed the repair in 2023 to complete the repair in 2024. The Applicant stated that the invoice did not specify the location of the repair but it was the Applicant's position that the work appeared to relate to the same area.

31. In reply, the Respondent submitted that the works to the roof and facia were not as a result of any roof repairs that had been completed. The relevant invoices were at pages 178 to 181 of the Bundle. The Respondent confirmed that in 2023, two jobs were completed as follows:

    (i) replacement of the facia on all front and bay windows because of rotting timber. New uPVC facias were installed – 01/12/2023 – £1,500;

    (ii) Leaks were occurring into one flat above two rear windows. New felt was installed with existing tiles reused. – 11/12/2024 – £840.

32. In 2024, the Respondent confirmed that the minor repairs that were completed were to different areas as follows:

    (i) Additional leaks were reported, with damage to one section of flashing (cause unknown). A new membrane was installed, flashing refitted and other minor works carried out. The total invoice was £1,500 but only £600 for materials was paid as the contractor did not fully address all items.

    (ii) Dripping from the rear gutter was causing damage and nuisance. A new felt tray was installed to resolve the issue – 11/05/2024 – £450

33. The Respondent confirmed that the repair that was completed in 2023 was a patch repair and the leak was resolved. However, the Respondent told the Tribunal that they were not satisfied that the work had been completed property and therefore they had only paid, and the tenants had only been charged, for materials rather than the full cost (£600 rather than £1,500).

34. The Respondent further stated that when another leak had developed in 2024, they had used a different company to complete the work. It was the Respondent's position, that although the repairs had been, completed to the same areas, they were two distinct items of work, the first leak having been resolved.

35. The Respondent further submitted that the work had been required, properly charged and necessary in order to maintain the building in watertight condition.

36. In reply, the Applicant submitted that the Respondent should have used the reserve fund for this work. However, the Respondent submitted that the reserve fund was designated for long-term capital expenditure and that these repairs did not fall under that heading.

Tribunal Decision - Additional Roof Repair Due to Leaks (£600)

37. The Tribunal finds that the work for the additional roof repair of £600 for the service charge year 2024 is payable and reasonable. In reaching this decision, the Tribunal accepts the evidence of the Respondent that the leak that was completed in 2023 was a patch repair and that the leak was resolved. The further work that was completed in 2024 was to the same area but was for a different leak. The Tribunal finds that the Respondent managed the work effectively and this is shown as the Respondent ensured that they only paid for materials when the work completed did not match their expectations. The Tribunal finds that a charge of £600 for a roof repair is reasonable. The Tribunal was not provided with any comparative quotations for the work.

Application under s.20C of the 1985 Act and Schedule 11 of Paragraph 5A of the Commonhold and Leasehold Reform Act 2002

38. The Applicant applied orders under section 20C of the 1985 Act and Paragraph 5A of the Commonhold and Leasehold Reform Act 2002. The Respondent confirmed that they would not pass on costs through the service charge. The Respondent further confirmed that there was no liability to pay an administration charge in respect of litigation costs in relation to the proceedings. However, for the avoidance of doubt, the Tribunal nonetheless determines that it is just and equitable in the circumstances for orders to be made under section 20C of the 1985 Act and Schedule 11 of Paragraph 5A of the Commonhold and Leaseholder Reform Act 2002.

Name: Judge Bernadette MacQueen **Date:** 19 January 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).