FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BG/LSC/2025/0917**
Property	:	**68 Boardwalk Place, London E14 5SE**
Applicant	:	**Rolfi Chevalier-Hernandez**
Representative	:	**None**
Respondent	:	**Poplar Dock Management Company Ltd**
Representative	:	**Ms Gourlay (counsel) on behalf of Bespoke Property Management Ltd (BPM)**
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 J Moate and Tribunal Member C Barton MRICS**
Venue	:	**10 Alfred Place, London WC1E 7LR**
Date of decision	:	**24 February 2026 amended on 09 March 2026**

AMENDED DECISION

We exercise our powers under Rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 correct the clerical mistake, accidental slip or omission at paragraph 11 of our Decision dated 24/02/2026. Our amendments are made in bold red type. We have corrected our original Decision because of an omission in reciting one of the issues which the parties agreed could not be determined.

Decisions of the tribunal

(1) The tribunal determines that the disputed charges are administration charges under Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(2) The tribunal determines that the charges found to be reasonable and payable are not payable until the appropriate demands and statutory summary of rights and obligations has been served on the Applicant.

(3) As agreed between the parties, the amount payable in respect of administration charges for pest control at the Property is £660.

(4) The tribunal determines that the amount payable in respect of administration charges for pest control in Flat 67 is £0.

(5) The tribunal determines that the amount payable in respect of administration charges for pest control in the communal corridor on the 4th floor is £0.

(6) The tribunal determines that the amount payable in respect of carpet cleaning is £240. For the avoidance of doubt, this sum is the difference between the £540 in dispute and the £300 not in dispute (which Mr Chevalier-Hernandez has already paid).

(7) The tribunal determines that the amount payable in respect of the arrears fee for non-payment of the disputed charges is £0.

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

(9) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 that the costs incurred by the Respondent in connection with these proceedings are not to be regarded as relevant costs in determining the amount of any service charges to be paid by the Applicant, insofar as these might otherwise have been payable under his lease.

(10) The Tribunal makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 extinguishing any

liability of the Applicant to pay any administration charges in respect of the litigation costs of this Application insofar as these might otherwise have been payable under his lease.

(11) The tribunal determines that the Respondent shall pay the Applicant £341 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

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 and (where applicable) administration charges payable by the Applicant in respect of the service charge year 2025.

The hearing

2. The hearing took place on 13 January 2026. The Applicant appeared in person at the hearing, accompanied by Mr Ratnah. The Respondent was represented by Ms Gourlay of counsel. Mr Wade, Director of BPM was in attendance on behalf of the Respondent and Mr Lamba (Head of Estate Management) gave evidence on behalf of the Respondent.

3. During the hearing, the Tribunal asked Ms Gourlay to identify the clauses of the Lease upon which the Respondent relied to demand the service charges in dispute. Ms Gourlay contended that the Respondent was not relying on the service charge provisions in the Fourth Schedule but was rather relying on the access and repair provisions at clause 3(6) of the Lease.

4. The Tribunal observed that clause 3(6) related to breach of lease, with any expenses incurred by the landlord for works needed being recoverable as a debt. Ms Gourlay contended that her alternative case was that the charges were recoverable as administration charges pursuant to Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act"), however, this case had not been argued in either party's statement of case.

5. The Tribunal made a preliminary decision that the amounts in dispute were not recoverable as service charges under the terms of the Lease but might be recoverable as administration charges. As this had not formed part of either party's statement of case, the Tribunal requested that both parties provide written submissions on:

    a) *Whether the disputed charges are administration charges under Schedule 11 to the Commonhold and Leasehold Reform Act 2002, with reference to the relevant terms of the Lease; and*

b) *The consequences of not having made a demand for payment accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.*

6. On 28 January 2026 the parties duly provided written submissions and the Tribunal reconvened in the absence of the parties to consider those submissions, resulting in this decision.

The background

7. The property which is the subject of this application is a 2-bed flat, built in 1997 ("the Property"). It is on the 4th floor in a building that consists of 5 floors and has approximately 26 units ("the Building").

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 Applicant 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.

The issues

10. At the start of the hearing the parties identified the relevant issues for determination as follows:

(i) The payability and/or reasonableness of service charges for 2025 relating to the cost of pest control at the Property, in the sum of £1,260.

(ii) The payability and/or reasonableness of service charges for 2025 relating to the cost of pest control at Flat 67 Boardwalk Place in the sum of £570.

(iii) The payability and/or reasonableness of service charges for 2025 relating to the cost of pest control in the communal corridor on the 4th Floor of the Building in the sum of £631.26.

(iv) The payability and/or reasonableness of service charges for 2025 relating to the cost of carpet cleaning on the 4th floor of the Building in the sum of £540.

(v) The payability and/or reasonableness of administration charges for 2025 relating to the arrears fee for non-payment of the disputed service charges in the sum of £114.

11. The parties agreed that the Tribunal could not determine "threatened admin hours" of £2,160 plus VAT and "threatened legal fees" of £920 plus VAT because these charges had not been raised or demanded.

12. As set out at paragraphs 3-6 above, a further issue emerged during the hearing, as to whether the costs incurred were recoverable as service charges or administration charges under the terms of the Lease.

13. The Applicant withdrew his argument, pursued in his statement of case and supported by what he contended was legal authority, that the Respondent was required to consult under section 20 of the 1985 Act in relation to service charges for pest control. The Tribunal did not therefore need to decide this issue. However, the Tribunal does comment at the end of this decision on the purported legal authority relied upon by the Applicant.

14. 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.

Whether the costs incurred are service charges or administration charges

15. The Respondent raised service charge demands against the Applicant for costs incurred in respect of additional pest control and cleaning at the Property, at Flat 67 and in the communal corridor on the fourth floor. However, the Respondent does not rely on the service charge provisions of the Lease in support of those demands. The service charge provisions in the Lease are as follows:

Part 1 – Service Charge

In this Schedule

(i) "Expenditure On Services" means the expenditure of the Company in complying with its obligations set out in the said Sixth Schedule including interest paid on any money borrowed for that purpose.

(ii) "Service Charge" means the Relevant Percentage of the Expenditure on Services (ini) "Interim Service Charge Instalment" means a payment on account of Service Charge of the amount set out in the Particulars as the Initial Interim Service Charge Instalment per half year until service of the first Service Charge Statement and thereafter of one half of the Service Charge shown on the Service Charge Statement last served on the Tenant

(iv) "Service charge statement" means an itemised statement of

(a) the Expenditure On Services for a year (or on the first occasion a shorter period) ending on the 30th day of March (or such other date determined by the Company)

(b) the amount of the Service Charge due in respect thereof (any apportionment necessary at the beginning or end of the Term shall be made on the assumption that Expenditure On Services is incurred at a constant daily rate) and

(c) sums to be credited against that Service Charge being the Interim Service Charge Instalments paid by the Tenant for that year or period any Service Charge Excess from the previous year of period and an appropriate part of the proceeds of any claim under an insurance policy covering damage to the Estate accompanied by a certificate that in the opinion of the accountant preparing it the statement is a fair summary of the Expenditure On Services set out in a way which shows how it is or will be reflected in the Service Charge and is sufficiently supported by accounts receipts and other documents that have been produced to him

16. The service charge provisions relate to the apportionment of charges payable in respect of the landlord's obligations under the Lease in the Sixth Schedule. There is no mechanism for the recovery of "one off" service charges against one Leaseholder for alleged breach of lease, cleaning or pest control.

17. Instead, the Respondent relies on the following provisions in the Lease for recovery of the costs incurred at clauses 3(5) and (6):

COSTS OF MAKING GOOD DAMAGE TO THE BUILDING

(5) Not to cause or permit to occur any damage to the Building and if so to pay the cost of making good any damage to any part of the Building caused by any act omission or negligence of the Tenant or any servant agent licensee or invitee of the Tenant expressly or impliedly at the Building with the Tenants authority and to indemnify the Landlord and the Company against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Landlord and the Company arising directly or indirectly in respect of such damage

ACCESS OF LANDLORD AND COMPANY AND NOTICE TO REPAIR

6 (a) To permit the Landlord or the Company and all persons authorised by the Landlord or the Company at reasonable times and at reasonable notice (except in the case of emergency)

(i) To enter the Demised Premises to find out whether the provisions of the Lease have been observed

(ii) To give to the Tenant (or leave on the Demised Premises) a notice specifying any repairs maintenance or decoration that the Tenant has failed to carry out and to request the Tenant to carry them out straight away including the making good of any opening up and the Tenant shall immediately repair maintain and decorate the Demised Premises as required by the notice

(iii) To allow the Landlord or the Company and all persons authorised by the Landlord or the Company ***to enter the Demised Premises to carry out the work needed to comply with the notice and to pay to the Landlord or the Company as a debt*** *all expenses of doing so (including legal costs and surveyors' fees) within 14 days of a written demand if*

(b) the Tenant fails to complete the work within a reasonable time of service of the notice or

(c) in the Landlords or the Company's reasonable opinion the Tenant is unlikely to complete the work within a reasonable time of the service of the notice

18. The Applicant contends in his written submissions as follows:

    a) the disputed £540 cleaning charge is a communal service charge cost to be apportioned among all relevant leaseholders;
    b) the pest control charges are administration charges demanded in breach of Schedule 11, para 4;
    c) The Applicant is not liable for them as demanded.

19. Ms Gourlay on behalf of the Respondent maintains that the costs are recoverable as service charges but in the alternative contends that they are variable administration charges payable pursuant to clauses 3(5) (to pay the costs of making good damage to the building) and 3(6) of the Lease.

20. Ms Gourlay accepts on behalf of the Respondent that the summary of the tenant's rights and obligations for variable administration charges has not been given. She submits that does prevent the Tribunal from

determining that the charges are payable once the appropriate demands and summary have been given.

The tribunal's decision

21. The tribunal determines that the charges in dispute are not service charges under section 27A of the Landlord and Tenant Act 1985 pursuant to the terms of the Lease.

22. The tribunal determines that the disputed charges are administration charges under Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

23. The tribunal determines that any charges found to be reasonable and payable will not be payable until the appropriate demands and statutory summary of rights and obligations has been served on the Applicant.

Reasons for the tribunal's decision

24. The costs demanded are not service charges under the terms of the Lease. They are not therefore recoverable under the service charge provisions. The tribunal does not consider the £540 cleaning charge to be a communal service charge cost to be apportioned among all relevant leaseholders because it was a one-off charge incurred due to damage to the building caused by the Applicant's tenants.

25. The costs demanded are administration charges recoverable pursuant to clauses 3(5) and (6) of the Lease, which specifically provide for the recovery of costs incurred by the landlord for making good damage to the building and for carrying out repairs to the property which the tenant has failed to undertake following notice. Accordingly, any costs found to be reasonable and payable in accordance with clauses 3(5) and (6) of the Lease will only be payable once the appropriate demand accompanied by the statutory summary of rights and obligations has been served on the Applicant.

26. Given this finding, the services charges demanded will be treated as administration charges for the remainder of this decision.

(i) The payability and/or reasonableness of administration charges for 2025 relating to the cost of pest control at the Property in the sum of £1,260

27. The Applicant submitted that he had tenants in the Property until 06 November 2024. He said the Property needed a lot of work after the departure of his tenants, including pest control for cockroaches. He

accepted that the Property had suffered from a cockroach infestation during or following their tenancy which needed to be controlled.

28. When asked why he did not deal with the cockroach infestation straight away, he said that he had instructed builders to decorate and refurbish the Property so he could not undertake pest control until this work was completed. He explained that his was because pest control involved the application of gel and chemicals.

29. Mr Chevalier-Hernandez accepted that the Respondent had sent him an email asking him to deal with the infestation and that in the end, the infestation had been treated by the landlord's contractors, Microbee. He accepted that the sum of £660 was payable and reasonable for the pest control services received at the Property. He took issue with the additional sum of £600 which was invoiced by Microbee on 28 February 2025. He contended that this was for pest control services in the communal areas for which he was not responsible.

30. Ms Gourlay accepted that the additional sum of £600 was for pest control services in the communal area and did not relate to services at the Property. The decision in relation to pest control in the communal area is set out under (ii) below.

31. Given the Applicant's acceptance that the Microbee invoice for pest control services in the sum of £660 is not in dispute, the Tribunal did not need to determine this issue.

The tribunal's decision

32. For the avoidance of doubt, the amount payable in respect of administration charges for pest control at the Property is £660.

Reasons for the tribunal's decision

33. Given the Applicant's acceptance that £660 was payable and reasonable for pest control services at the Property and the Respondent's acceptance that the additional invoice for £600 was for pest control in the communal area, this sum was reached by agreement between the parties.

(ii) The payability and/or reasonableness of administration charges for 2025 relating to the cost of pest control at Flat 67 Boardwalk Place in the sum of ££570

34. Mr Chevalier-Hernandez said he was not responsible for the cockroaches or cockroach prevention treatment in Flat 67. He said the cockroaches were a building-wide issue and that they came up through the service conduit as described under issue (iii) below.

35. Ms Gourlay argued that the Applicant was responsible for the cockroaches and cockroach treatment in Flat 67 for the reasons set out under issue (iii) below.

The tribunal's decision

36. The tribunal determines that the amount payable in respect of administration charges for pest control in Flat 67 is £0.

Reasons for the tribunal's decision

37. For the reasons given under issue (iii) below, the tribunal is not persuaded on the balance of probabilities that the evidence demonstrates that the presence of cockroaches (or the need for preventative treatment) in Flat 67 was caused or permitted to occur by the Applicant or his tenants, or that the Applicant or his tenants had allowed something to remain on in the communal area which caused a nuisance.

38. Accordingly, the tribunal finds that the cost of pest control works in Flat 67 is not payable by the Applicant as an administration charge.

(iii) The payability and/or reasonableness of administration charges for 2025 relating to the cost of pest control in the communal corridor on the 4th Floor of the Building in the sum of £631.26 plus £600 (carried over from issue (i) above)

39. The Applicant gave evidence that the cockroaches were a building wide issue and that they came up through the service conduit. In support of this argument, he relied on the report of his own contractor JG Pest Control, who stated as follows:

Source Inspection & Assessment - Identified cockroach activity originating from plumbing infrastructure, including shared drainage pipes and gaps around interconnected pipe networks (e.g., kitchen sink, dishwasher connections).

Documented vulnerabilities in shared vent pipes and drainage junctions that allow pest migration from neighbouring units or common areas.

40. Mr Chevalier-Hernandez said neither he nor his tenants were responsible for cockroaches in the communal corridor on the 4th Floor of the Building. He said that the Respondent has relied on "tenant gossip" to reach this conclusion and that only one cockroach had been seen outside the Property. When questioned by Ms Gourlay, he said there was no way of knowing where the cockroaches had come from and his builders had informed him that the problem was building-wide. Mr

Chevalier-Hernandez said that he did not know if his contractor had carried out works to block the alleged gaps around the pipes.

41. Mr Lamba gave evidence that he did not recall whether the claim that cockroaches were coming in and migrating came from other tenants' assertions. He said that there had not previously been a cockroach infestation and that the regular pest control checks were in relation to mice and rats in the external areas.

42. Ms Gourlay contended that the origin of the cockroach infestation was clear because a) a cockroach was first seen outside Mr Chevalier-Hernandez's flat, and b) the Microbee inspection of 20 Nov 24 reported and included photographs of cockroaches in the Property. The report stated as follows:

An inspection was carried out of flat at 68 within block B, a large amount of alive and dead German cockroaches had been noted, no obvious source of route cause. FLAT 68 requires treatment to help prevent issue from expanding.

Pests Found: German cockroaches within flat 68 in b block

Action Required: Spray treatment recommended for flat 68 in block as well as corridor.

43. Ms Gourlay stated that Mr Chevalier-Hernandez had taken no steps to deal with the infestation until the end of December 2024 and that he had accepted that there was an infestation in the Property which needed treatment.

44. She argued that the Applicant was in breach of the following clauses:

a) Clause 3(5) and (6): covenants with the landlord and the management company: a) to pay the costs of making good damage to the building; and b) to repair, maintain or decorate the flat on notice, failing which the management company is entitled to enter the flat to carry out the repairs, maintenance and decoration and recover the costs thereof.

b) Clause 4: a covenant to comply with the regulations set out in the Fifth Schedule to the lease of which Mr Chevalier-Hernandez is in breach of regulations 1, 15 and 21.

The tribunal's decision

45. The tribunal determines that the amount payable in respect of administration charges for pest control in the communal corridor on the 4th floor is £0.

Reasons for the tribunal's decision

46. The tribunal is not persuaded on the balance of probabilities that the evidence demonstrates that the presence of cockroaches in the communal corridor was caused or permitted to occur by the Applicant or his tenants, or that the Applicant or his tenants had allowed something to remain on in the communal area which caused a nuisance, pursuant to Clause 3(5) & (6), or the Fifth Schedule to the Lease at regulation 1, 15 or 21. Although there was clear evidence of a cockroach infestation in the Property which needed to be treated, the origin of the cockroaches was not established by either the Applicant's or the Respondent's pest control contractor. There was no expert evidence to support the Respondent's contention that the cockroaches originated from the Property as opposed to being a building-wide issue or having come up through the service pipes' conduits. The fact of there being a significant number of cockroaches in the Property does not prove that every cockroach in the Building emanated from the Property. The cockroaches could equally have originated in another part of the Building and entered both the Property and the communal areas. As observed by the Respondent's own pest control contractor, there was "*no obvious source of route cause*".

47. Accordingly, the tribunal finds that the cost of pest control works in the communal area is not payable by the Applicant as an administration charge.

(iv) The payability and/or reasonableness of service charges for 2025 relating to the cost of carpet cleaning on the 4th floor of the Building in the sum of £540

48. Mr Chevalier-Hernandez accepted that his tenants had caused the stain damage on the carpet running from the front door of the Property towards the lift and a further stain outside the lift area. He said he had paid the first invoice for £300 for cleaning the carpets in the communal area on the 4th floor, but he did not consider he should be responsible for the second invoice in the sum of £540 which he believed covered carpet cleaning for the whole block. He believed the Respondent was using coercive tactics by saying that they would "drop" this charge only if he dropped his dispute.

49. Mr Lamba gave evidence as to why there were two charges for carpet cleaning. He said the carpet cleaning charges did not cover the whole block; they were only in respect of the common area on the 4th floor. He explained that the first carpet clean had not been successful and the oil stain had remained. He had therefore needed to undertake a "deep clean"

using professional machinery and chemicals, which had cost £540. This "deep clean" had removed the stain.

50. The Tribunal asked Mr Lamba what method was used for the first clean, at a cost of £300. Mr Lamba did not know but supposed that the cleaners had used sprays and attempted to clean the area by hand, without machinery, which had been unsuccessful.

51. Mr Lamba denied there had been any coercion and asserted that the Respondent had simply been engaging in settlement discussions.

The tribunal's decision

52. The tribunal determines that the amount payable in respect of carpet cleaning is £240. For the avoidance of doubt, this sum is the difference between the £540 in dispute and the £300 not in dispute (which Mr Chevalier-Hernandez has already paid).

Reasons for the tribunal's decision

53. The tribunal does not consider that the total cost of £840 for cleaning the carpets on the fourth floor was reasonably incurred. The tribunal finds that Mr Lamba did not know (as he readily admitted) what method was used to clean the carpet the first-time round (at a cost of £300), but that it did not involve the use of machinery. The tribunal finds that given the level of staining which is evident from the photographs, the Respondent should have instructed a contractor to use appropriate cleaning equipment, such as machinery and chemicals, in the first instance rather than incur two separate costs for this work.

54. The tribunal considers that the second invoice, for £540, was reasonably incurred and payable. As admitted by the Applicant, the damage to the carpet was caused by his tenants. The tribunal considers that this falls within clause 3(5) of the Lease and is not chargeable as a service charge to all tenants. The tribunal deducts £300 for the non-recoverable £300 charge for the failed first cleaning attempt.

(v) The payability and/or reasonableness of service charges for 2025 relating to the arrears fee for non-payment of the disputed service charges in the sum of £114

55. Mr Chevalier-Hernandez contended that arrears fee was not payable and was being used coercively. He said the payments were disputed therefore the landlord should not be raising a "late fee".

56. Ms Gourlay submitted that the arrears fee of £114 was payable and reasonable as an administration charge pursuant to clause 2(4) and clause 3(6)(b) of the Lease. Clause 2(4) provides as follows:

COSTS

(4) TO pay all costs (including solicitors costs and surveyors' fees) incurred by the Landlord as a result and/or in consequence of and/or in connection with any breach of the covenants on the part of the Tenant and the conditions herein contained . . .

The tribunal's decision

57. The tribunal determines that the amount payable in respect of the arrears fee for non-payment of the disputed charges is £0.

Reasons for the tribunal's decision

58. The tribunal was not taken to any part of the Lease which provides for an arrears fee. In any event, administration charges were in dispute. The Respondent has not succeeded in establishing that any of the administration charges are due and owing, they only being payable once the appropriate demand accompanied by the statutory summary of rights and obligations has been served on the Applicant. In the circumstances, the tribunal finds that the arrears fee is not payable or reasonable.

Comment about use of legal authorities

59. In his statement of case, Mr Chevalier-Hernandez relied upon a "legal authority" which purported to support the proposition that a programme of pest control treatments was held to be "qualifying works" for the purposes of s20 LTA 1985 and that the landlord should have consulted the leaseholders. The legal authority is not repeated here to avoid circulation and repetition of "fake" cases, however it contained the names of the parties, the court, the date, a summary of the facts, the legal points covered, the name of the Judge and the legal citation.

60. Fortunately, Mr Chevalier-Hernandez withdrew that argument at the outset of the hearing. However, this was after much time had been spent by both the tribunal and the Respondent searching for the case and the point of law it purported to confirm. Neither the tribunal nor Ms Gourlay were able to find the case in any legal database or law report.

61. Mr Chevalier-Hernandez accepted that he did not know how the case had come about but that he thought he had found it via Google or possibly another search engine such as Chat GPT.

62. The tribunal is concerned about the proliferation of AI generated "fake" legal authorities and reminds all parties, including litigants in person, of their duty to check that any legal authorities upon which they rely are genuine. Litigants in person can check on:

https://onlinelibrary.london.ac.uk/resources/databases/bailii

Application under s.20C and refund of fees

63. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application/hearing[1]. Having heard the submissions from the parties and taking into account the determinations above, the tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision. The tribunal accepts the Applicant's contention that he had no choice but to bring this application in order to achieve a fair outcome.

64. In the statement of case and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act and under Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

65. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the Landlord and Tenant Act 1985 that the costs incurred by the Respondent in connection with these proceedings are not to be regarded as relevant costs in determining the amount of any service charges to be paid by the Applicant, insofar as these might otherwise have been payable under his lease. In reaching this decision, the tribunal takes into account that the Respondent erroneously demanded their expenses as service charges rather than administration charges under the Lease and the Respondent's failure to rebut the Applicant's prima facie case that administration charges were not payable by him individually for pest control services outside of the Property.

66. For the same reasons, the Tribunal makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 extinguishing any liability of the Applicant to pay any administration charges in respect of the litigation costs of this Application insofar as these might otherwise have been payable under his lease.

Name: Judge J Moate **Date: 24 February 2026 amended on 09 March 2026**

[1] The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

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).