



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

Case reference	:	LON/00BF/LSC/2025/1000
Property	:	Flat 17, Salisbury House, 8 Melbourne Road, Wallington, Surrey, SM6 8SA
Applicant	:	Steven Greenwood
Representative	:	none
Respondent	:	Estates & Management Ltd represented by Stefan Liberadzki of counsel.
Representative	:	FirstPort Property Services Limited
Type of application	:	Determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal members	:	Mr R Waterhouse FRICS Ms M Bygrave MRICS
Venue	:	10 Alfred Place, London, WC1E 7LR
Date of hearing/ decision	:	13 February 2026

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines the service charge for the items challenged for the actual service charge for years ending 31 May 2022, 2023, and 2024 are payable by the Applicant. This is subject to the Directions set out below.

(2) The Tribunal does make an order under section 20C of the Landlord and Tenant Act 1985 and the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

Background

1. The Applicant made an application received 14 August 2025 for determination of liability to pay and reasonableness of service charges for the following service charge years; 2022, 2023, and 2024. The service charge year end is 31 May.
2. The Applicant further seeks orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
3. Directions were given on 19 September 2025 and amended 3 October 2025.
4. Flat 17 Salisbury House is a two-bedroom flat in a purpose-built block of 27 flats. There are two other blocks in the complex; one of 18 flats and the other of 6. The Applicant challenges the service charges payable for the years 2022, 2023 and 2024.
5. The Applicant states that he has lost confidence in the Respondent's accounting system. He raises a number of questions. The Directions noted that it is not the role of this Tribunal to carry out an audit of the service charge accounts. It is for the Applicant to establish a prima facie case that any service charge is not payable pursuant to the terms of the lease, or it is unreasonable having regard to the cost or the quality of the service.
6. On the 14 January 2026, the Applicant applied to the Tribunal to have certain items of service charge disallowed on the basis that the Respondent had failed to provide disclosure in relation to those items by the deadline set down by the Tribunal in the Amended Directions dated 3 October 2025.
7. The Respondent sent the relevant documentation on 14 January 2026 and made an application on 16 January 2026 for permission to rely on those documents, apologising for the delay in submitting them. The explanation given was thin, but the Applicant was able to submit a reply on 20 January 2026 and there is no prejudice to the hearing date for this matter.
8. The Tribunal by Order 29 January 2026
 - (i) refused the Applicant's application of 14 January 2026.

- (ii) Gave permission to the Respondent to rely on documents submitted to the Tribunal and the Applicant on 14 January 2026
- (iii) Gave the Applicant permission to rely on documents submitted to the Tribunal and the Respondent on 20 January 2026 as a reply.

The Hearing

Preliminary Matters

- 9. Incorrect party, the application names the Respondent as Estate & Management Ltd and First Port Property Services, should be “FirstPort Property Services Limited”. Both parties accept this.
- 10. The Applicant stated they had the support in e mails from 5 additional leaseholders. The Respondent said there was no evidence of this. The Tribunal at the date of the hearing had not received any written confirmation or notification to the effect that the Applicant was acting on behalf of others beyond themselves.
- 11. The Tribunal orders the Applicant should be taken to mean the Respondent is “FirstPort Property Services Limited”. The Tribunal further holds that the Applicant is acting for himself only and that he is not representing other leaseholders in this matter.

Attendance of the Respondent

- 12. The Tribunal convened at 10:00am on the 13 February 2026. With the Applicant Mr Steven Greenwood present, and for the Respondent, Stefan Liberadzki of counsel and Helen Keeping Associate Director of First Port. There were also two observers who did not take part in the proceedings.

Documents

- 13. The Applicant submitted a bundle of 162 pages. The Respondents solicitors JB Leich, wrote to the Tribunal 11 February 2026, stating that the hearing bundle supplied by the Applicant had had the annexes omitted. Proposing that the Annexes that had been exchanged should form part of the hearing. Containing a specimen lease, that of Flat 33.
- 14. The Tribunal took the issues from the Applicant Form these are set out below.

The Issues

15. The extent of the issues before the Tribunal had significantly narrowed as the parties had reached partial agreement on a number of issues “on the steps of the Tribunal”.

Resolved in principle

16. The central challenge of the application is the apportionment of the service charge across the development. The Tribunal understands that agreement has been reached between the parties on this point immediately prior to the Tribunal.
17. The costs to which the agreed apportionment will need to be applied are not in dispute.
18. However, application of the agreed apportionment approach across service charge years ending 31 May 2022, 2023, 2024 has not been carried out, given the considerable number of items that this would entail.
19. The parties were asked to retire and discuss a way forward.
20. The parties proposed
 - (i) where an invoice could be attributed to a block then the agreed apportionment would be undertaken
 - (ii) there are some instances where the origin of the invoice is unclear, FirstPort would endeavour to correctly allocate the invoice to the appropriate block
 - (iii) where the origin of an invoice was not resolvable then the amount of the cost in that invoice would be attributed to Salisbury House at 53%.
21. The Tribunal is grateful to the parties for attempting to find a way forward and is conscious the time required to undertake this exercise.
22. The Tribunal in conjunction with the parties has set out Directions below.

Grounds Maintenance - year not specified

23. The Applicant in the hearing raised concerns around the cost of grounds maintenance. The Respondent noted that this challenge had not formed part of the original application, nor the directions and so was not in a position to respond. The Applicant agreed that this had not formed part of the initiating application and so withdrew the challenge, reserving the position for a subsequent application if they considered it was required.

Remaining outstanding

Reserve fund usage year ending 31 May 2022/2023/2024

24. The Applicant was concerned that funds were being drawn down from the reserve fund and used not for substantial items of repair but for day-to-day items.
25. The Respondent submitted that the collection of reserve funds was permitted under the lease.
26. The Tribunal finds the lease permits the collection of reserve funds, but the Tribunal does not have jurisdiction on judging on how the funds are spent. The only jurisdiction the Tribunal has in this matter is whether the demand for funds by way of service charge is payable or indeed reasonable. The Tribunal makes no findings on this challenge. However, the Tribunal is reassured that the associate director of FirstPort Helen Keeping has undertaken to, subsequent to the hearing, enter into dialogue to explain their position.

Cost of lifts for leaseholders on the ground floor year ending 31 May 2022/2023/2024

27. The Applicant had sort to challenge whether it was reasonable for leaseholders on the ground floor to be paying towards the cost of the lift. The Applicant had conceded that they were not formally acting for other leaseholders and that their property was on an upper floor. The Respondent submitted that all the leases were on the same basis and that all contributed to the cost of the lifts. The Applicant conceded this point and the Tribunal makes no finds.

Roof Leak year ending 31 May 2022

28. The Applicant was concerned that the length of time taken to repair the roof leak had caused the scaffolding costs to mount and that a more proactive approach would have reduced the costs.
29. The Respondent informed the Tribunal that the occupant of Flat 42 had first raised concern over the leak. The managing agents had asked Lynx Roofing to put up scaffolding to investigate. This was done on 10 February 2022. There were a few weeks before the repair was undertaken and the scaffolding removed. The Respondent did not know the cause of the delay but “surmised” that given the time of year it could be weather related.
30. The issue of whether the Respondent could undertake this work and charge was not challenged, the challenge was the reasonableness of the

demand. The Tribunal finds that the cost of scaffolding is the main element in the cost but the ability to carry out the work is dependent on a number of aspects. The Tribunal finds, the duration between erection of scaffolding and conclusion of repair is not unreasonable and allows the cost in full.

31. The Applicant also challenged whether such an issue should be dealt with under insurance and so prevent the charge. The Respondent stated that by default FirstPort would have contacted the insurer but given the issue was one derived from general wear and tear, and not from an acute incident, then the insurers would not provide recompense.

Administration Charges

32. The Applicant noted they were in receipt of administration charges demanded by the Respondent. The issue of Administration charges had not been part of the application nor the subsequent directions.
33. The Tribunal did not consider these, and the Applicant is free to make a subsequent application on these matters if they wish.

Application for sec 20C Landlord and Tenant Act 1985, Paragraph 5A of Schedule 11 to Commonhold and Leasehold Reform Act 2002, and application and hearing fees.

34. The application contains a request for sec 20C and para 5A orders. The Applicant made an application for return of hearing and application fees in the hearing.
35. The Tribunal is conscious that the vast bulk of the issues were resolved immediately prior to the hearing. The Tribunal heard from the Applicant that these issues had been ongoing for 2 to 3 years, multiple communications and tiers of complaint had been followed but to no avail until immediately prior to the hearing.
36. The Respondent objects to the provision of the orders.
37. The Tribunal notes that whilst the bulk was resolved prior to the Tribunal hearing, a number of issues remained outstanding and of these the Applicant was unsuccessful in the hearing.
38. The Tribunal in consideration of the work undertaken by the Applicant to resolve the apportionment issue and its successful outcome albeit it through agreement, again albeit it immediately before the Tribunal, the Tribunal makes orders preventing costs under sec 20C and para 5A.

39. In terms of the application fee and the hearing fee, several issues continued on to the hearing and of these the Applicant was unsuccessful, the Tribunal declines to make orders in respect of the applications and hearing fees.

DIRECTIONS

40. The Tribunal requires the Respondent to carry out a recalculation of the service charge for the Applicant's Flat 17, for the years 2022, 2023, and 2024 in line with the agreed apportionment. The Respondent to send the outcome of this to the Applicant by 20 April 2026 5:00pm.
41. The Applicant then to review these and by the 18 May 2026 have concluded whether they are in agreement with the Respondent. If they are in agreement, then this decision stands.
42. If the parties by the 18 May 2026 are not in agreement, then the Applicant must complete an Order Form 1 case management application identifying the areas outstanding and the Tribunal will issue Directions accordingly.

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).