



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

Tribunal Case reference	:	LON/OOAH/LSC/2025/0807
Property	:	Flat 1 Alden Court, Fairfield Path, Croydon, CRO 5QN
Applicant	:	Olive Priscilla Rollin
Respondent	:	Proxima GR Properties Ltd
Representative	:	JB Leitch
Type of application	:	Service charges
Tribunal	:	Judge Nicol Mr K Ridgeway MRICS
Date and venue of Hearing	:	30th March 2026 10 Alfred Place, London WC1E 7LR
Date of Decision	:	30th March 2026

DECISION

- (1) Proxima GR Properties Ltd is substituted for First Port Retirement Property Services Ltd as the Respondent in these proceedings.
- (2) The service charges challenged in these proceedings are reasonable and payable by the Applicant to the Respondent.
- (3) The Applicant's applications for costs orders under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 are refused.

Relevant legislation is set out in an appendix to this decision.

REASONS

1. The Applicant is the lessee of the subject property and has challenged the payability of certain service charges under section 27A of the Landlord and Tenant Act 1985 (“the Act”).
2. Throughout the proceedings, First Port Retirement Property Services Ltd have been regarded as the Respondent. However, they are the managing agents for the freeholder, Proxima GR Properties Ltd. As the party to the lease and the legal person to whom any service charges would be owed, Proxima is the correct Respondent, not First Port. With the consent of the parties, Proxima has been substituted as the Respondent.
3. The Applicant refers in her documents to “Supporting Applicants”, being the lessees of some of the neighbouring flats. However, none applied to become a party to the proceedings, nor were any of them witnesses. Therefore, they and their circumstances are not relevant to the determination of this case.
4. The matter was heard on 30th March 2026. The attendees were:
 - The Applicant, assisted by Mr John Williams;
 - Ms Anne Hogarth, counsel for the Respondent; and
 - Ms Lauren Greig from First Port.
5. The relevant documents were contained in a bundle of 335 pages compiled by the Respondent’s solicitors. The Applicant had attended the hearing without a copy of the bundle. She said that Judge Brilliant at the case management hearing had said she didn’t need one but the Tribunal thinks she misunderstood. Judge Brilliant’s directions were very clear that the bundle was to be agreed between the parties and would be used by the Tribunal and any witnesses. In the event, the Tribunal was able to work out where in the bundle certain documents were which Mr Williams referred to.
6. The Applicant stated her case in two emails. The first, dated 27th November 2025, stated,

General Maintenance budget was £11,992 and the actual expenditure published in the accounts without notice or consultation is £31,719.18. Myself as The Applicant together with my Supporting Applicants have formally requested on many occasions to know the reasons Why.

Leaseholders are entitled to view and verify full details of greatly over budget expenditure affecting the Service Charge.

Disclosure by The Respondent

We acknowledge receipt of The Respondent’s Disclosure Sheet (attached) following the management hearing on 14th October 2025.

Disclosure by The Respondent is unacceptable, barely legible and blank in places. The attached list of works entries with total costs can best be described as a Table of Contents from which hard copies of Purchase Orders and Invoices/Receipts can be ticked off before careful scrutiny.

Once again, we formally request to view hard copies of Purchase Orders and Invoices/ Receipts. Please see the Schedule Form attached with specific transaction item requests.

Much of the large amounts of expenditure for this Cost Head took place during the early part of the financial year. This should not be a “surprise” or “unplanned” as stated in the Accounts Notes by The Respondent’s property manager. We guess scrutiny and accountability was not expected.

7. This email was accompanied by a schedule of purchase order and invoices/receipts the Applicant wished to see in hard copy.
8. The Respondent replied saying that, as far as they were aware, all accounts, demands and invoices had been disclosed. The Applicant replied by email dated 12th January 2026,

Response to disclosure emails from the Respondent on 12th and 23rd December 2025.

Repeat. The Subject is concerned with the Finance Year Ending September 2023 - August 2024.

As Leaseholders, myself the Applicant plus Supporting Applicants (Premises: Flats 1, 10, 28 & 52). We have made our formal requests to view hardcopies of supporting documents (purchase orders/invoices) clear in several correspondence since April 2025. Please refer to our most recent email of 27th November 2025.

We have clarification for 19th July 2024 – Painting of Double Doors @£780 plus three Pest Control site visits costing £210, £210 and £150 each site visit with invoices dated 31st August 2024.

Disputed Service Charge in the General Maintenance Cost Head (2023-2024)

The disputed Service Charge is for the Respondent’s once in an eight to ten years cycle refurbishment / remodelling of the Respondent’s Retirement Properties Marketing Lounge. The refurbishment project including brand new fixtures, fittings and high end carpet was completed costing a minimum of £17,515.11 without Cost Consultation to Leaseholders.

It is our Case that the cost of the Marketing Refurbishment Project is an Error of Principle and / or a Misallocation of Expenditure largely causing a cost head budget overspend of £19,727.18 This work cannot be mistaken for routine General

Maintenance. The Respondent has put unnecessary extra costs onto the Service Charge of Leaseholders.

Myself the Applicant together with Supporting Applicants have withheld payment of Year End Adjustment Fees relating to the Marketing Refurbishment Project.

The Error of Principle is a serious matter because it has lead to inaccurate financial reporting. We respectfully seek a judgment by the Tribunal in this Case.

9. At the hearing, Mr Williams clarified on the Applicant's behalf that the disclosure provided during the proceedings had been useful and answered most of her questions about how the General Maintenance expenditure had exceeded the budget. However, she grouped together various items of expenditure on the communal lounge and asserted that it was a single programme of refurbishment on which the Respondent should have consulted but did not.
10. Under section 20 of the Act and the Service Charges (Consultation Requirements) (England) Regulations 2003, when the cost of qualifying works exceeds the threshold of £250 per flat, consultation must be carried out with the lessees. If the requirements are not met, any resulting service charges may be limited to a maximum of £250.
11. There are 53 properties in the development containing the subject property. Therefore, a single project would need to cost £13,250 to engage the statutory consultation requirements. The Applicant had calculated that the work to the communal lounge in the year 2023-2024 had cost a total of £17,515.11.
12. The relevant works were carried out under clause 5(4)(A) of the lease:
 5. THE Lessor hereby covenants with the Tenant as follows:-
 - (4) (A) That (subject to contribution and payment as hereinbefore provided) the Lessor will maintain renew replace and keep in good and substantial repair and condition:-
 - (iii) the main entrances passages landings staircases community room guest-room residents kitchen laundry store House Manager's flat and the lift or lifts and forecourt of the Building and the other parts of the Building enjoyed or used by the Tenant in common as hereinafter provided
 - (v) the furniture and equipment in the community room guest-room and laundry room or elsewhere which are enjoyed or intended to be enjoyed by the Tenant in common with the owners and lessees of the other flats and premises in the Building
13. Although the Applicant referred to the relevant room as "the Respondent's Retirement Properties Marketing Lounge", it was the community room referred to in the lease.

14. The works had been carried out by two contractors, Langley Lifestyle Services and Barons Ltd, between 2nd October 2003 and 19th July 2024. They consisted variously of redecoration of the lounge, redecoration of areas of the lounge, kitchen and bathroom following water ingress, the replacement and provision of furniture and other items in communal areas, fitting new carpet to the lounge, replacing curtains, replacing heaters in the lounge, the removal of a thermostat, trimming a door to fit the new carpet, and fitting a new toilet seat.
15. The Respondent sought to explain the General maintenance going over budget in the covering letter to the 2024 accounts:

The budget was £11992 and the actual expenditure was £31719.18, this was due to a high number of jobs needed around the development, that unfortunately were not planned, ...

16. Contrary to this statement, the Applicant asserted that all the works to the lounge constituted one project which had been planned in advance and the cost of which explained the amount that the actual expenditure exceeded the budget. The Tribunal pressed her and Mr Williams to justify this assertion. They relied entirely on what was in the list of invoices and the accounts provided by the Respondent. They had no objection to the works themselves, only the lack of consultation.
17. The Court of Appeal held in *Phillips v Francis* [2014] EWCA Civ 1395; [2015] 1 WLR 741 that what constituted a set of qualifying works was a question of fact and degree to be determined objectively in a common-sense way taking into account many relevant factors, including where the items of work were to be carried out, whether they were the subject of the same contract, whether they were to be done at more or less the same time or at different times and whether the items of work were different in character from or had no connection with each other.
18. In the Tribunal's opinion, the evidence did not indicate that these various works constituted a single set of qualifying works. Some of the works were months apart. There was no evidence, whether from the budget or any other source, to suggest that the work was planned. While some of the work was to the same area and might conceivably be part of the same project, the same could not be said of all the items.
19. Ms Hogarth also argued that the replacement of furniture could not constitute "qualifying works" for the purposes of the statutory consultation requirements. The Tribunal is not sure this is correct but does not need to determine the issue. The works in question were not part of a single set of qualifying works and, therefore, were not subject to the consultation requirements.
20. At the hearing, Mr Williams raised a further objection that the expenditure should have been met from the reserve fund. This had not been raised as an issue any time previously which meant that the Respondent had not had a fair opportunity to answer it. Therefore, the Tribunal heard no further submissions on that issue.

21. Since the only issue maintained by the Applicant up to the hearing has been determined against her, there are no grounds to find any of the services charge to be unreasonable or not payable.
22. The Applicant also made applications relating to the Respondent's costs of the proceedings. The Tribunal has the power to prohibit the Respondent from adding the costs of the proceedings to the service charge under section 20C of the 1985 Act if it considers it just and equitable to do so. The Tribunal also has the power to prohibit the Respondent from charging their legal costs direct to the Applicant, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
23. The Tribunal is not satisfied that it would be just or equitable to make either order. The application has failed. It is true that the Applicant obtained useful disclosure during the proceedings but it could and should have been obtained without needing to start litigation. The Applicant said she had asked for the relevant disclosure before issuing proceedings but the Respondent disputed this and there were no documents in the bundle supporting her assertion. The Tribunal agrees with Ms Hogarth that the Applicant could have raised any further questions she had with the Respondent after she had received the disclosure.

Name: Judge Nicol

Date: 30th 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).

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the

- application is made after the proceedings are concluded, to any residential property tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 5A

- (1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.
- (2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.

- (3) In this paragraph—
- (a) “litigation costs” means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and
 - (b) “the relevant court or tribunal” means the court or tribunal mentioned in the table in relation to those proceedings.

<i>Proceedings to which costs relate</i>	<i>“The relevant court or tribunal”</i>
Court proceedings	The court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, the county court
First-tier Tribunal proceedings	The First-tier Tribunal
Upper Tribunal proceedings	The Upper Tribunal
Arbitration proceedings	The arbitral tribunal or, if the application is made after the proceedings are concluded, the county court.