



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

**Case reference** : **HAV/21UD/LSC/2025/0626**

**Property** : **Flat 5, 106 Braybrooke Road, Hastings,  
East Sussex, TN34 1TG**

**Applicant** : **Vasuki Kanagasingam (also known as  
Ms Singam)**

**Representative** : **In person**

**Respondent** : **Braybrooke Road Residents Association  
Ltd**

**Representative** : **Karl Hopper-Young**

**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** : **Mr C Norman FRICS  
Mr J Reichel MRICS  
Ms T Wong**

**Venue/ Date** : **Havant Civil Justice Centre via  
videoconferencing, 17 December 2025**

**Date of decision** : **7 April 2026**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that not more than half of the landlord's costs of the tribunal proceedings may be passed to the Applicant through the service charge.
- (3) The tribunal makes an order under Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 that not more than half of any landlord's litigation costs may be recovered from the Applicant as an administration charge.

## **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 payable by the Applicant in respect of the service charge years 2021-2024.

## **The hearing**

2. A hybrid hearing took place at the Havant Civil Justice Centre where the Tribunal was convened. The parties attended via videoconferencing. The Applicant appeared in person. The Respondent was represented by Mr Karl Hopper-Young, its director. He was accompanied by Mr Henry Wood an accountant. The Applicant is also known as Ms Singam and the Tribunal will use that name when referring to her. The Tribunal was provided with a bundle of 496 pages and a supplemental bundle relating to the previous county court proceedings (see below) of 94 pages.

## **Directions**

3. On 9 May 2025 directions were issued listing the application for a case management and dispute resolution hearing on 7 July 2025. Further directions were issued on 9 July 2025. By a case management application dated 18 August 2025, the applicant sought a 2-month adjournment to the timetable with which the respondent agreed. The tribunal issued further directions on 17 September 2025.
4. The applicant was directed to send to the respondent by 13 October 2025 a signed and dated statement with a statement of truth setting out each aspect of her case, copies of all relevant documents relied upon, any witness statements and cost representations. The respondent was

directed in like terms to comply by 10 November 2025. The applicant was permitted to serve a reply by 24 November 2025.

### **Procedural Matters**

5. The parties have had a previous service charge dispute in the County Court under claim 298MC445 brought on 26 May 2022. This was for £3,699.82 and resulted in a judgment in default entered on 18 August 2022 at the County Court at Bromley. The final judgment was for £3,945.37 inclusive of costs. The claim included unpaid service charges of £1,494.08 for 2021, unpaid maintenance charges for £ 631.24 for 2022 and £200 for administration costs in 2022. The Tribunal explained that by virtue of section 27A(4) of the Landlord and Tenant Act 1985 it did not have jurisdiction where a matter had previously been determined by a Court.
6. The Tribunal also asked for further documents including the freehold title documents and correspondence with Hastings Borough Council, and these were supplied on 15 January 2026.

### **The background**

7. The property which is the subject of this application is a converted mid terrace Victorian house converted into five flats. The freehold company is owned by four of the long leaseholders, excluding Ms Singam.
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.

### **The Applicant's Case**

9. The applicant did not set out a clear statement of case. Her application form listed invoices allegedly not received. Many were missing from the bundle. For 2022 she alleged that fuse board works required a section 20 consultation that had not been complied with. In 2023 she requested further invoices and asked that a new account be opened in the name of the freeholder, rather than that the account of Mr Hopper-Young be used for service charge collection. For 2024 she challenged an invoice. She complained that Sussex Independent Financial Advisors (see below) were invoicing leaseholders, rather than the respondent, and that they were VAT registered which increased costs.
10. At [443]<sup>1</sup> Ms Singam set out an informal statement of case. This included matters that related to the county court proceedings which are outside

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<sup>1</sup> Square brackets denote reference to bundle page numbers. An S prefix denotes supplemental bundle.

the tribunal's jurisdiction. Ms Singam submitted that no section 20 notice had been served on her for external repainting in 2022 and that the charge should be limited to £250.

11. For 2022 she raised queries on the profit and loss account, saying that the invoices did not aggregate to the amounts shown. For 2023 she submitted that the profit and loss account (P&L) was incorrect. The emergency lighting cost? was much less than the amount of the invoice. She disputed the EDF invoices.
12. She disputed the basis of the fire door installation charge. For 2024 she queried the profit and loss account.
13. Ms Singam challenged administration charges levied against her. In particular she disputed invoice 00032.

### **The Respondent's Case**

14. Mr Karl-Hopper set out the respondent's case as follows. He is the director of the respondent. Many of the matters disputed were included in the previous county court proceedings. With reference to invoice 42 the applicant has not provided evidence that her front door meets current fire standards. Copies of invoices 29, 39 and 47 had been provided. Invoice 61 relates to an HMO application for the building as required by Hastings Borough Council. This is an online application and there is no receipt. The Respondent accepted that Invoice 71 was raised in error.

### **Sales Ledger and Profit and Loss Review 2022**

15. The invoice for Fireline is £650 before VAT. K&S cleaners were replaced at the end of 2022. Gutter clearance was to PM Skilton. Electrical invoices for £300 were to Andrew Bernstein for EICR checks.

### **Sales Ledger and Profit and Loss Review 2023**

16. EDF always carry forward outstanding sums which causes confusion. A Fireline invoice was for £195.60 and the £520 included £128 for Carr's Autos invoiced in error. Cleaning is £60 per month with a reimbursement of £240 for previous years. Gutter cleaning was carried out by Henley Exteriors. EDF payments was as per bank statements. Legal costs were £238 court fees, £167 debt recovery costs and £401.70 travel costs to court.
17. At the hearing Mr Karl-Hopper explained that the section 20 issue formed part of the county court case. All section 20 notices were posted and no-one else had raised issues about non-receipt. The freehold was

vested in the residents' association. Profit and loss accounts for the years in question were provided.

18. He dealt with particular queries as follows. Fire Line dealt with protected means of escape smoke alarms and emergency lighting. The whole building was required to have an HMO licence. Pyrotec change batteries on sensors, test system, check wiring and provide 24-hour cover. In terms of cleaning, K&S Cleaning provide the service and have been retained for several years. There have been no complaints. They are used by several buildings owned by Mr Hopper-Young. The EDF invoices are for the landlord's supply. Management fees are 10% and include accountancy.
19. In relation to why invoices were raised by Sussex Independent Financial Advisers Limited, the position was that the Resident Association bank account was closed because Ms Singam would not provide required identity documentation to the bank. Consequently, Mr Hopper-Young had to use his own bank account to manage the property. Sussex Independent Financial Advisers Limited acted as agent for the residents' association.
20. In relation to the replacement flat front doors his position was that this was an HMO licencing requirement. He had repeatedly sought evidence that Ms Singam had installed a compliant door, but this had not been provided. Subsequently, access had been obstructed, and this resulted in administration charges being levied against Ms Singam, reflecting additional costs incurred by the freeholder.
21. A budget was produced each year and invoiced 6 monthly.
22. The new fuse board and cabinet was required to comply with FD30, as an independent supply was needed for fire safety compliance and HMO licencing. The cost was £800 and below the section 20 threshold.

### **Applicant's Reply**

23. At [467] Ms Singam provided responses to the respondent's case. Many of these responses relate to queries to invoices rather than challenges to service charges. However, the other responses may be summarised as follows.
24. In terms of the status of her front door, Ms Singam stated that in March 2024 she had emailed Sam Taylor of Hastings BC with certification. She sent a Ms Bowles a letter from the contractor confirming that the door complies with FD30 regulations. She set out the contractor's certification, dated 17 March 2024. Her submission was that a replacement door was not required.

25. Ms Singam disputed that administration charges were reasonable, This related to access arrangements for the flat door works.
26. The applicant submitted that the EDF charges had not been reconciled in the P&L account. Ms Singam challenged the cleaning costs for 2023. She also challenged the legal costs on the basis that the proceedings would have been unnecessary if information had been provided earlier.
27. At the hearing Ms Singam said that her front door was fire compliant. She was out of the country and uncontactable for an extended period when the contractors wanted access.

### **The Lease**

28. The lease is dated 15 February 1988 and grants a tenancy of 99 years. The maintenance charge is set out in the Sixth Schedule. The tenant's covenants are set out in the Fourth Schedule, and at Para (r) the tenant covenants to pay the maintenance charge.
29. The landlord's covenants are set out in the Fourth Schedule. At Para (2) the landlord covenants to keep in good and substantial repair and condition (a) the roofs and outside walls and foundations and structure gutters and drainpipes chimneys and chimney stacks of the building and all pipes sewers drains cables and wires in under or upon the building serving the flat in common with other parts of the building (b) the pathways passages landings and staircases in the building retained by the landlord (c) the boundary walls or fences of the building.
30. The Fifth Schedule paragraph 3 states "the repair of the front door shall be the tenant's responsibility, but the decoration of the outside surface thereof shall be the landlord's responsibility."

### **The tribunal's decision**

31. Firstly, it is for the applicant lessee to show a prima face case in bringing a challenge to service charges. In *Rana v Assethold* the Upper Tribunal held: "When the FTT's jurisdiction under section 27A is invoked by leaseholders, they must raise a prima facie case that indicates that a cost was not reasonably incurred, or that an estimated charge was not reasonable. Once they have done so the evidential burden shifts to the landlord to show that the expenditure, or the charge (as the case might be), was reasonable."
32. Secondly it is not the function of the tribunal to reconstruct accounts or to carry out an audit of accounts or accounting.

33. Thirdly, where the applicant seeks to challenge individual invoices, the burden lies on her to ensure that they are included in the bundle. Prior to the hearing she could have made a case management application about this if needed but did not do so. In addition, she was responsible for bundle preparation.
34. Therefore, where specific challenged invoices have not been included in the bundle, no prima facie case has been made out and the challenge fails. The tenant did not provide any alternative quotes or directly challenge the quality of services.
35. The Tribunal has made findings in respect of the invoices referenced in the application form in the attached Schedule. It also sets out below such findings as it can in relation to individual groups of items and other issues.

#### Replacement Front Door of Flat

36. Under the Third Schedule Para (c) of the lease the tenant is required to comply with the requirements of any competent authority in respect of the flat. Therefore, if Hastings BC required the front door to be upgraded for fire resistance, this may apply. However, this covenant is not a service charge matter. This is because replacing the front door does not fall within the scope of the landlord's repairing covenants in the Fourth Schedule (see above). If the cost is recoverable as a breach of lease that is outside the tribunal's jurisdiction. It follows that the cost of door replacement is irrecoverable as a service charge. Further, those costs incurred in gaining access to the flat (invoice 101) are also irrecoverable both a service charges or administration charges. It also appears from emails provided to the tribunal after the hearing from Hastings BC that the current door may be compliant, but the Tribunal makes no finding about that.

#### Cleaning Costs including Guttering

37. The Tribunal prefers the respondent's case and finds these costs reasonably incurred and payable.

#### EDF Charges

38. There is no effective challenge to the costs incurred which are reasonably incurred and payable.

#### HMO Licence Cost

39. There is no effective challenge to the cost incurred which is reasonably incurred and payable.

## Sussex Financial Services and Banking Arrangements

40. The Tribunal finds that Sussex Financial Services acted as managing agent for the freeholder. It finds that this became necessary as Ms Singam did not co-operate to enable the residents' association to open a bank account when the previous account was closed. Costs incurred in relation to operating the bank account are reasonably incurred and payable as part of the cost of management. It finds that these fall within Para 1 (b) of the Sixth Schedule.

## Compliance with Section 20

41. The Tribunal finds that the fuse board and associated work for £800 did not reach the section 20 threshold. However, it also prefers the evidence of Mr Hopper -Young that section 20 notices when required were posted to tenants.

## VAT on invoices

42. VAT is payable where required by law. The freeholder is entitled to use a managing agent and should that involve incurring VAT, such cost is reasonably incurred.

## **Application under s.20C and Para 5A Schedule 11**

43. In the application form the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, where each party was partially successful and unsuccessful, the tribunal determines that not more than half of the landlord's costs of the tribunal proceedings may be passed to the Applicant through the service charge.
44. For the same reasons, the tribunal makes an order under Paragraph 5A Schedule 11 of the Commonhold and Leasehold Reform Act 2002 that not more than half of any landlord's litigation costs may be recovered from the Applicant as an administration charge.

**Date:** 7 April 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).

**Case reference**      **HAV/21UD/LSC/2025/0626/ST**  
**Schedule**

<b>Year</b>	<b>Invoice No</b>	<b>Amount</b>	<b>Description</b>	<b>Tribunal Decision</b>
2022	103	£ 610.20	half year maintenance	payable
2023	35	£ 196.68	emergency lighting	payable
	39	£ 538.30	Fire alarms Pyrotec	payable
	42	£ 650.17	Fire doors to individual flats	not payable
	47	£ 132.00	not in bundle but fuse board related	payable
	54	£ 100.00	ground rent	no jurisdiction
	61	£ 124.52	HMO licence	payable
	71	£ 128.87	erroneous and conceded	not payable
	101	£ 150.00	Pyrotec wasted visit to flat 5	not payable
2024	119	£ 150.00	admin charge for difficulty installing fire door	not payable

07 April 2026