



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)
And
THE COUNTY COURT AT
BOURNEMOUTH & POOLE**

Case Reference : HAV/00UR/LIS/2025/0011

County Court Claim No: : L26YX542

Property : 5 Pottle Walk, Wimborne, BH21 2FD

Applicant : Waters Edge (Wimborne) Management
Company Limited

Representative : PDC Law

Respondent : David Graham Evans

Representative :

Type of Application : Transferred Proceedings from County
Court and other applications in relation to
service charges and administration charges

Tribunal Members : Tribunal Judge C Skinner
Mr A Hetherton MRICS IRRV (Hons)

Date of Hearing : 2 March 2026

Date of Decision : 19 March 2026

DECISION

SUMMARY OF DECISION

- a. The Tribunal finds that the following service charges are reasonable and reasonably incurred for the purposes of section 19 Landlord and Tenant Act 1985.**

01.01.21 - Estate Service Charge 01.01.2021 – 31.12.2021 - £1,242.14

01.01.22 - Estate Service Charge 01.01.2022 – 31.12.2022- £1,038.54

01.01.22 - Reserve Fund Charge 01.01.2022 – 31.12.2022 - £288.56

01.01.23 - Estate Service Charge 01.01.2023 – 31.12.2023- £1,443.63

12.12.22 - Late Payment Fee – 12.12.2022 - £42.00

24.11.23 - PDC Instruction Fee – 24.11.2023 - £432.00

24.11.23 - Land Registry Fee – 24.11.2023 - £24.00

27.09.23 - Late Payment Fee – 27.09.2023 - £42.00

03.11.23 - Referral Fee – 03.11.2023 - £95.00

31.03.21 - Late Payment Fee – 31.03.2021 - £40.00

- b. The Tribunal finds under Section 27(A) Landlord and Tenant Act 1985 that the following service charges are payable by the Respondent to the Applicant in the sums claimed.**

01.01.21 - Estate Service Charge 01.01.2021 – 31.12.2021 - £1,242.14

01.01.22 - Estate Service Charge 01.01.2022 – 31.12.2022- £1,038.54

01.01.22 - Reserve Fund Charge 01.01.2022 – 31.12.2022 - £288.56

01.01.23 - Estate Service Charge 01.01.2023 – 31.12.2023- £1,443.63

12.12.22 - Late Payment Fee – 12.12.2022 - £42.00

24.11.23 - PDC Instruction Fee – 24.11.2023 - £432.00

24.11.23 - Land Registry Fee – 24.11.2023 - £24.00

27.09.23 - Late Payment Fee – 27.09.2023 - £42.00

03.11.23 - Referral Fee – 03.11.2023 - £95.00

31.03.21 - Late Payment Fee – 31.03.2021 - £40.00

c. The Tribunal finds under Section 27(A) Landlord and Tenant Act 1985 that the service charges set out below are not payable as they have not been properly demanded in accordance with the Lease.

14.02.24 - Transfer Deed – 14.02.2024 - £30.00

14.02.24 - Contractual Costs – 14.02.2024 - £1,680.00

14.02.24 - Referral Fee – 14.02.2024 - £120.00

14.02.24 - Claim Fee – 14.02.2024 - £455.00

14.02.24 - Solicitor Fee for issuing claim – 14.02.2024 - £100.00

d. The Tribunal dismisses the Respondent’s application under Section 20C Landlord and Tenant Act 1985 and Paragraph 5, Schedule 11 Commonhold and Leasehold reform Act 2002.

Background

1. The Applicant issued proceedings in the County Court under Claim No. L26YX542 and were transferred to the Tribunal by District Judge Powell sitting in the County Court by Order dated 30th July 2025.
2. The matters in issue from the Court proceedings required a determination of the payable service charges and administration charges claimed under a lease dated 21 March 2014 of 5 Pottle Walk, Wimborne BH21 2FD (“the Property”) made between (1) Persimmon Homes Limited, (2) Dominic Andrew Parnell and Bradley Parnell and; (3) Waters Edge (Wimborne) Management Company Limited (“the Lease”) held by the Respondent. The Applicant being a party to the Lease as the Management Company. Those are matters within the jurisdiction of the Tribunal and sections 19 and 27A Landlord and Tenant Act 1985.
3. The Respondent initially took up occupation of the Property on 1 May 2014 as a tenant under a tenancy agreement. The Respondent subsequently purchased the leasehold interest on 11 July 2019. There is no dispute between the parties over when the Respondent became the party liable as the Lessee under the Lease.
4. The claim also included a claim for contractual costs and legal costs which are matters solely within the jurisdiction of the County Court.

5. Under the order of District Judge Powell, the case was transferred to the Tribunal to determine all matters within its jurisdiction, for the case to be administered by the Tribunal, and for a Tribunal Judge to decide the issues falling solely within the jurisdiction of the County Court, sitting as a Judge of the County Court.
6. For the sake of clarity, as a result of amendments made to the County Courts Act 1984, First-tier Tribunal Judges are also Judges of the County Court. This means that, in a suitable case, the Tribunal Judge sitting as a County Court Judge can decide the issues that would otherwise have to be separately decided in the County Court.
7. Therefore, in determining these proceedings, the Chair Tribunal Judge has also determined those issues falling outside the Tribunal's jurisdiction, sitting as a County Court Judge. That determination forms part of a separate County Court order which has been made and does not form part of this decision which focuses on the Tribunal's jurisdiction only.
8. Before the matter was transferred to the Tribunal, the Respondent had filed a Defence in response to the Claim Form and Particulars of Claim submitted by the Applicant. These formed part of the bundle used by the Tribunal at the final hearing. In general terms, the Respondent admitted some of the amounts claimed would likely be payable but disputed in general terms that the sums claimed were reasonable or that sufficient information had been supplied for the Respondent to assess the payability of those sums.
9. The Tribunal gave directions to the parties dated 16 October 2025 and 5 December 2025, the latter listing the matter for a final hearing on 2 March 2026.

The Hearing

10. The hearing was attended by Mr Wheaton of Counsel who appeared on behalf of the Applicant. The Respondent also attended and represented himself. Miss Georgia Eaton attended as a witness for the Applicant.
11. The Tribunal heard live evidence during the course of the hearing from Miss Eaton and the Respondent. No other witnesses attended the hearing or gave evidence.
12. The Tribunal had been provided with a determination bundle by the Applicant, consisting of 209 pages. The Tribunal had read the bundle and all associated material and evidence. References in this decision to page numbers in the bundle are indicated as [].
13. The lack of mention of any particular document or submission should not be regarded as indicating that it has not been taken into account. The Tribunal has focused on the key issues identified that require determination. In writing this decision the Tribunal has had regard to

the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

The Law

14. Section 19 of the Landlord and Tenant Act 1985 reads as follows:

19 Limitation of service charges: reasonableness.

(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 provision 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.

15. Section 27A of the Landlord and Tenant Act 1985 reads as follows:

27A - Liability to pay service charges: jurisdiction

(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.

16. Section 20C of the Landlord and Tenant Act 1985 reads as follows:

20C - Limitation of service charges: costs of proceedings.

(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 leasehold valuation tribunal [or the First-tier 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.

(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.

17. Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 reads as follows;

Limitation of administration charges: costs of proceedings

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.

Scope of Determination

17. In light of the way the matter has been transferred to the Tribunal from the County Court, it is clear that the Tribunal's role must be to focus on the relevant jurisdiction it has and only apply the relevant law above to the issues before it, namely the determination of the reasonableness and payability of the service charges in dispute. This decision reflects the findings made by the Tribunal under that relevant jurisdiction.
18. Once that determination has been made, the Chair Tribunal Judge sitting as a Judge of the County Court has proceeded to make consequential orders that stem from this Tribunal decision and relate to matters where the County Court has jurisdiction. Those are made in a separate order to this decision.

The Disputed Service Charges

18. The disputed charges are set out in the bundle at [44]. The sums claimed account for deductions made following the end of year

balancing of accounts which resulted in credits being applied to the Respondent's estimated demands. The amounts claimed are as follows:

- 1) 01.01.21 - Estate Service Charge 01.01.2021 – 31.12.2021 - £1,242.14
- 2) 01.01.22 - Estate Service Charge 01.01.2022 – 31.12.2022- £1,038.54
- 3) 01.01.22 - Reserve Fund Charge 01.01.2022 – 31.12.2022 - £288.56
- 4) 01.01.23 - Estate Service Charge 01.01.2023 – 31.12.2023- £1,443.63
- 5) 12.12.22 - Late Payment Fee – 12.12.2022 - £42.00
- 6) 14.02.24 - Transfer Deed – 14.02.2024 - £30.00
- 7) 14.02.24 - Contractual Costs – 14.02.2024 - £1,680.00
- 8) 14.02.24 - Referral Fee – 14.02.2024 - £120.00
- 9) 14.02.24 - Claim Fee – 14.02.2024 - £455.00
- 10) 14.02.24 - Solicitor Fee for issuing claim – 14.02.2024 - £100.00
- 11) 24.11.23 - PDC Instruction Fee – 24.11.2023 - £432.00
- 12) 24.11.23 - Land Registry Fee – 24.11.2023 - £24.00
- 13) 27.09.23 - Late Payment Fee – 27.09.2023 - £42.00
- 14) 03.11.23 - Referral Fee – 03.11.2023 - £95.00
- 15) 31.03.21 - Late Payment Fee – 31.03.2021 - £40.00

Total Claimed - £7072.87

19. Copies of the demands for the above sums are contained within the bundle for items numbered 1) to 5) and 11) to 15). Copies of the demands are attached at Schedule 4 to the Particulars of Claim [45-67] and the witness statement of Georgia Eaton which also contains copies of balancing credits applied to the original amounts demanded for items 1) and 2). There are no copy demands within the bundle for items 6 to 10.

The Parties' Submissions and Evidence

20. The Applicant's position was that the disputed demands had been charged in accordance with the provision of the Lease. Payment of those demands was not conditional upon any condition precedent

under the Lease. As far as the Respondents' general allegation that the demands were unreasonable for the purposes of section 19 Landlord and Tenant Act 1985, the Applicant argued there was no evidential basis to support that allegation beyond a bare assertion.

21. The Applicant highlighted that on the basis of the Respondent's own evidence there was an acceptance of liability to pay an amount but that he had refused to identify an amount. Therefore, it was not acceptable to essentially put the Applicant to proof of reasonableness in such general terms, the Respondent wholly failing to identify and challenge specific charges being demanded.
22. The Applicant submitted that the parties have had ample opportunity to set out evidence to support their case. The respondent had provided no photos of the Property, provided little to no evidence of any specific challenges to specific charges demanded and was simply making general allegations about poor service from the Applicant via its managing agent Remus, with a focus on allegations of Landlord breach of covenants as opposed to legitimate challenges around the charges in dispute.
23. The Applicant argued that as far as it was relevant, the Tribunal should find that all demands and information sent to the Respondent's email address should on the balance of probabilities, as far as it was relevant, the Tribunal should find that all demands and information sent to the Respondent's email address should, on the balance of probabilities, be found to have come to his attention.
24. In addition to the written evidence submitted by the Applicant, Georgia Eaton gave live evidence to the Tribunal. Miss Eaton confirmed she was a Property Manager for Remus, the Applicant's Managing Agent ("Remus") and had reviewed the records and information available to her on their systems.
25. Miss Eaton confirmed that from her review of the system all relevant documents and demands had been sent to the Applicant via the email address provided to, and used by, Remus for all communications. There was no evidence of any bounce backs or undeliverable messages being received by Remus when using that address.
26. It was confirmed that it was standard practice that all communications would be via an email where an occupier had provided an email address and that information was set out in the management pack that Remus sent to occupiers. Occupiers could request a paper based serviced but that had to be requested or would happen if no email address was used by an occupier, the Respondent never having requested a paper-based service.
27. Miss Eaton confirmed she was not aware of any specific complaints raised by the Respondent and that she had started her role in

December 2025, taking over as the Property Manager from Steven Type. Steven Type had been the Property Manager from approximately November 2023 to Spring 2025. Prior to Steven Type, Liam Button had been the Property Manager.

28. Under cross examination Miss Eaton conceded she did not have direct knowledge of the matter and emails relating to charges and demands would have come from the accounts team. As such her knowledge was limited to what she had reviewed.
29. The Respondents submitted that he did not really contest that under the terms of the Lease he was liable for service charges if they had been provided. The Respondent's main argument was that the service from Remus was very poor in terms of their communication with him and that he submitted the Landlord or Respondent were in clear breach of many of their obligations under the Lease as set out in his witness statement.
30. It was submitted there had been a complete lack of maintenance or any planned maintenance and a failure to comply with obligations under the Lease to paint and decorate where appropriate. An example carefully set out was the length of time it took for a repair to a Velux window in a communal area, with the respondent submitting he was putting out buckets and emptying them regularly to try and minimise damage from a leak. It took years for the Landlord to eventually complete the repair.
31. The Respondent submitted that Remus failed to provide him with information despite numerous requests and previous Property Managers had been very poor in their dealings with him. This perceived poor level of service ultimately causing such frustration he felt no choice but to stop paying demands for service charges in an attempt to get Remus to provide a better service to him.
32. As indicated above, the Respondent agreed that some charges would be payable but in light of the lack of information and perceived failings by Remus, he simply wasn't willing to pay for services and charges he didn't feel were fair or delivered.
33. Under cross examination the Respondent submitted he had only ever used his Hotmail email address for correspondence purposes with Remus and that was the appropriate email address he would expect communications to be sent to. He confirmed he had never asked to opt out of receiving communications via email.
34. The Respondent confirmed he accepted the charges set out as not disputed within his witness statement would be payable and only the charges set out under various headings in his witness statement were disputed. He was cross examined on those headings as to the reasons why he disputed them.

35. The Respondent confirmed he had not submitted photos in evidence to support his defence on the basis he had missed that option within the Directions. He also made admissions around actually remembering receiving certain documentation within the bundle.
36. When questioned about the accuracy of the audited accounts provided in evidence by the Applicant, the Respondent neither accepted or denied the accuracy of those accounts, indicating no direct knowledge of those accounts nor an ability to verify the accuracy of the same nor the purported services said to have been paid for within those accounts.

Decision

The Lease

37. The Tribunal has carefully considered the Lease terms and obligations. The most relevant terms are summarised below. The Lease defines the Estate Service Charge Proportion as

“The sum payable by the Lessee representing a reasonable and proper proportion of the estimated Estate Service Charge or the Estate Service Charge Adjustment as fairly and reasonably determined by the Management Company”

38. Under Clause 3.2 of the Lease, the Respondent agrees to pay the Estate Service Charge Proportion of the estimated Estate Service Charge to the Respondent in advance on 1st January. Clause 3.3 then requires a payment of any Estate Service Charge Adjustment pursuant to the provisions within the Fourth Schedule.
39. Clause 1.2 of the Third Schedule in summary makes provision that the Respondent shall pay the Applicants on a full indemnity basis all costs and expenses incurred by the Respondent (or their solicitors) in connection with any proceedings taken against the Respondent to recover any sums due under the Lease payable by the Respondent.
40. Part 2 of the Fourth Schedule to the Lease sets out how the Estate Service Charges will be calculated. In summary, the Applicant is to provide an estimated sum comprising of the likely expenditure for the maintenance year to the Respondent which is then to be paid in accordance with Clause 3.2.
41. Provision is made in the Fourth Schedule at clause 2.1 for the Applicant to demand contribution to a reserve fund and at clause 2.2 for the Applicant to seek a reasonable sum to remunerate the Applicant or its agents for any administrative or management expenses.

42. Clause 4 of the Fourth Schedule provides that a certificate signed by the Applicant purporting to show the amount of the actual Estate Service Charge including provision for any adjustments and that certificate shall be deemed conclusive save for the case of a manifest error.
43. Clause 5 of the Fourth Schedule obliges the Applicant to arrange for accounts to be prepared for the Estate Service Charges in each Maintenance Year and supplied to the Respondent a summary of those accounts.
44. Under Clause 4.1 of the Lease, the Applicant covenants with the Respondent to carry out repairs and provide the services set out in the Fifth Schedule to the Lease and this is subject at Clause 4.2 to payment of the Estate Service Charge Proportion and any Estate Service Charge adjustment that may apply.
45. Upon reviewing the construction of the Lease, the Tribunal finds that the charges in dispute are charges that the Applicant can seek to recover under the terms of the Lease. There is no condition precedent upon the Applicant to provide accounts to the Respondent to trigger liability to pay the Estate Service Charge Proportion when demanded. The situation may be different if the Applicant had sought a balancing payment at the end of the Maintenance Year but that is not the case on the facts before the Tribunal.
46. The Tribunal also finds that in accordance with the defined term of the Estate Service Charge Proportion set out at paragraph 78 above, the Applicant can determine what is a fair and reasonable amount to demand. In this matter, the Applicant attributes a percentage of the total overall expenditure across the estate on which the Property is located. That percentage is based on the Property size and what the Applicant deems a fair split between the properties on the estate.
47. The Respondent challenged the above on the basis of an assertion that his neighbours paid significantly less than him. However, the Respondent produced no evidence to support that allegation. No witness statements were submitted nor any documentary evidence to even remotely support that allegation. In the absence of any evidence to challenge the Applicant's approach to how those percentages are set, the Tribunal does not find the Applicant's approach to be irrational or unreasonable.

Email Correspondence

48. The Respondent disputed receipt of some documentation alleged sent by the Applicant to his Hotmail email address. The Tribunal heard evidence from Miss Eaton and the Respondent over this

issue. The Tribunal has also considered the documentary evidence provided by the parties on this point.

49. Miss Eaton gave evidence to confirm that Remus would send all communications via email where they were provided with an email address for occupiers. The Respondent gave evidence to confirm he only used that Hotmail account in his communications with Remus.
50. Under cross examination, the Respondent admitted to receiving various documents within the bundle [130, 132, 137, 140 and 142]. These documents were exhibited to the witness statement of Georgia Eaton and comprised various demands for service charge payments (including reserve fund demands) and statements of anticipated service charge expenditure spanning across the years in dispute. The Respondent did not admit to receiving all the documents exhibited to the witness statement.
51. The Tribunal has also considered the emails attached to the Respondent's Defence. Those emails show a chain of correspondence being sent and received to and from Respondent to Steven Type and Liam Button (a previous employees of Remus). Of note, an email of 14 January 2021 sent from the Respondents Hotmail email account at 14:31 to Liam Button states "*I have just received this years bill*".
52. The Tribunal, on balance, prefers the evidence of Miss Eaton and the Applicant. There is evidence of a consistent and well used course of email correspondence between the parties. The emails attached to the Defence evidences a course of engagement with the Applicant and repeated attempts to raise queries and obtain further information from Remus. Those emails demonstrate the Respondent's frustration with Remus at perceived delays in responding to him and dealing with outstanding alleged issues of repairs and maintenance required at the Property and estate.
53. Those emails strongly demonstrate a pattern of regular and established method of communication. Of note, the Respondent appears to acknowledge receipt of an invoice at the exact time (January 2021) when the Applicant claims to have sent the demand set out at paragraph 32(1) above. Under cross examination the Respondent's answers were somewhat inconsistent on this point, with some documents admitted as received whilst others not.
54. Miss Eaton's evidence was consistent on how Remus operated and communicated with occupiers via email and the Tribunal accepts that from her review of the records available, it was more likely than not Remus had sent all information to the Respondent via his Hotmail email account.

55. Having heard the evidence of both parties, the Tribunal finds on the balance of probabilities that the Respondent did receive the demands and information set out in the bundle via his Hotmail email account, that being a valid email address for the purposes of communication with Remus.

Were the Charges Demanded Reasonable?

56. The Respondent in evidence and submissions states that it is accepted that some of the charges are payable. The Respondent sets out in his witness statement [190-191] various headings for charges he does not dispute and admits as reasonable and payable but does not put a specific amount on those admitted charges.
57. The Respondent evidence is then a general assertion that services under the disputed headings within his statement were either not provided or that issues of repair have not been resolved.
58. The difficulty the Respondent has is that there is no clear evidence that seeks to particularise which specific charges in those headings for which specific year are challenged and on what basis. Largely there is simply an allegation that all charges under those headings are unreasonable, and it is for the Applicant to justify them.
59. This position is in part driven from the Respondents clear frustration with the Applicant, Remus and the Landlord over ongoing alleged breaches of covenants within the Lease relating to the alleged failure of those parties to perform their obligations under the Lease and specially those obligations linked to the Development Service Charge. Examples of this are within the Respondent's witness statement claiming a lack of decoration to the outside or internal areas as per obligations in Part 1 of the Fifth Schedule [190].
60. Under cross examination, the Tribunal found the Respondent to be evasive when questioned about the headings he generally disputed. He did not accept Remus had provided any management function at all. He accepted some contribution to a reserve fund was probably reasonable but was frustrated that fund hadn't been used to effect repairs that were alleged outstanding.
61. The Respondent did acknowledge there had been a flurry of works over a 6 month period around 2022 to 2023 but didn't provide specific details around that work. He acknowledged sporadic cleaning did take place but also submitted he hadn't personally witnessed any repairs taking place to communal areas.
62. As indicated above, the Respondent has provided no evidence from neighbours or photos of the condition of the Property or estate. The evidence provided shows a frustration at the perceived performance of Remus and the Applicant. There is little real evidence to show

that the Respondent has been charged for services that haven't been delivered or are unreasonable and no evidence to suggest that the alleged breach of covenants have resulted in charges being passed on for works that haven't been undertaken.

63. The Applicant has provided in evidence independently audited accounts for the years in dispute, compiled by Fawcetts Chartered Accountants. Under cross examination the Respondent understandably couldn't comment with direct knowledge of the accuracy of the preparation and production of those accounts but did concede it was likely those accounts represented the actual sums incurred by the Applicant and there was no evidence to support a suggestion that those sums hadn't been incurred.
64. On balance, the Tribunal prefers the evidence of the Applicant and attaches more weight to it. The written evidence of the Applicant is persuasive and provided copies of all the relevant demands and copies of independently audited accounts confirming the sums incurred. The witness statement and live evidence of Georgia Eaton details how Remus prepared its estimated budgets and demands. This was not challenged and the Tribunal accepts this evidence.
65. The Respondent's submission and evidence focused on perceived failures of the Landlord to comply with obligations in the lease and poor performance from Remus. But these are more general assertions and lack specific challenges to specific costs being demanded and incurred. There is no evidence of specific works not being carried out despite being charged for or works being completed but to an unreasonable standard.
66. The Respondent has not been able to provide any substantial evidence to show the charges incurred were not reasonable in terms of performing obligations under the Lease nor any substantial evidence to show the amounts themselves were unreasonable. In such circumstances the Tribunal does not find the charges demanded to be unreasonable.
67. *ASP Independent Living Ltd v Godfrey [2021] UKUT 313 (LC)* confirms as part of a wider decision that it is not for a Leaseholder to put a Landlord to proof when it came to reasonableness of service charges. it was noted:

7. It is well established that where a lessee seeks to challenge the reasonableness of a service charge they must put forward some evidence that the charges are unreasonable; they cannot simply put the landlord to proof of reasonableness."
68. Further the Tribunal takes into account the Upper Tribunal's guidance in *Okoye v Gray's Inn Capital Ltd [2025] UKUT 195 (LC)*;

“It is well established that a tenant who wishes to challenge a charge on that basis must make a “prima facie case” that the cost was not reasonably incurred; in other words, he or she must produce some reason or evidence that indicates that the cost was not reasonable. A tenant cannot simply put the Landlord to proof that it was reasonable.”

69. The Respondent provided no comparator evidence or evidence of what alternative costs would be reasonable. The Tribunal does not agree with the Respondent to the extent they claim Remus were not performing a management function. The evidence from both parties shows Remus are performing management functions, such as corresponding with the Respondent and arranging for services on behalf of the Applicant as per the evidence from Miss Eaton which the Tribunal prefers.

Findings on Demands

70. As a result of the above findings, the Tribunal finds that the demands set out at paragraph 32 above numbered 1 to 5 and 11 to 15 are payable by the Respondent to the Applicant in the sums claimed.
71. However, the Tribunal does not find that the demands set out at paragraph 32 numbered 6 to 10 are payable by the Respondent to the Applicant.
72. The Tribunal makes the above findings on the basis that whilst the Lease makes provision for the recovery of the costs incurred in pursuit of legal proceedings as per clause 1.2 of the Third Schedule effectively as contractual costs, the Applicant has not provided evidence that those costs have been formally demanded in evidence.
73. In the absence any evidence of those costs being formally demanded, the Tribunal does not find them currently to be payable by the Respondent. They may subsequently be formally demanded and then potentially become payable in the future but for the purposes of this decision they are not deemed currently payable.
74. Therefore, the Tribunal finds the following sums payable by the Respondent to the Applicant;
- 1) 01.01.21 - Estate Service Charge 01.01.2021 – 31.12.2021 - £1,242.14
 - 2) 01.01.22 - Estate Service Charge 01.01.2022 – 31.12.2022- £1,038.54
 - 3) 01.01.22 - Reserve Fund Charge 01.01.2022 – 31.12.2022 - £288.56
 - 4) 01.01.23 - Estate Service Charge 01.01.2023 – 31.12.2023- £1,443.63

- 5) 12.12.22 - Late Payment Fee – 12.12.2022 - £42.00
- 11) 24.11.23 - PDC Instruction Fee – 24.11.2023 - £432.00
- 12) 24.11.23 - Land Registry Fee – 24.11.2023 - £24.00
- 13) 27.09.23 - Late Payment Fee – 27.09.2023 - £42.00
- 14) 03.11.23 - Referral Fee – 03.11.2023 - £95.00
- 15) 31.03.21 - Late Payment Fee – 31.03.2021 - £40.00
- Total - £4,687.87

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

75. In light of the above findings, the Tribunal declines to make any order under Section 20C Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
76. In considering both statutory provisions, the Tribunal has to consider what would be just and equitable in the circumstances.
77. Where the Applicants have been largely successful in their application that the demands raised are in accordance with the Lease and are reasonable, it would not be just and equitable to subsequently prevent them from recovering the costs of these proceedings from the Respondent.
78. Whilst the Tribunal accepts the Respondent has been successful in some element of reduction from the sums claimed, that has not been down to submissions or evidence provided by the Respondent. The Respondent through his own evidence has accepted there would be a liability to pay some of the charges claimed yet did not quantify the amount admitted. The Respondent essentially forcing the Applicant to continue with the claim as a whole when arguably the issues and amount in dispute could have been narrowed at an earlier stage. This would have been a reasonable approach to take in the Tribunal's view.
79. It is of course important to set out, that this finding only applies to those costs that are relevant to these proceedings before the Tribunal. Any findings on costs the County Court may go on to make will be entirely separate to the findings made by the Tribunal on this issue.

RIGHTS OF APPEAL

80. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk
81. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
82. If the person wishing to appeal does not comply with the 28- day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
83. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.