



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

Case reference : **CAM/22UE/LSC/2023/0075**

Property : **4, 15 and 17 Riverfront, Canvey Island,
Essex, SS8 7QP**

Applicant : **Christopher Paul Davis**

Representative : **In person**

Respondent : **Tulsesence Limited**

Representative : **Michael Hadi-Talab of LMS Sheridans
Ltd, Managing Agent**

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 Bernadette MacQueen
Sarah Redmond, BSc ECON MRICS**

Venue : **Cloud Video Platform (CVP)**

Date of decision : **7 July 2025**

DECISION

Decisions of the Tribunal

- (1) The Tribunal determined that it did not have jurisdiction to decide the application and struck the application out under rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
- (2) The Tribunal made the determinations as set out under the various headings in this Decision.
- (3) The Tribunal did not make an order under section 20C of the Landlord and Tenant Act 1985 or an order under Paragraph 5A Schedule 11 Commonhold and Leasehold Reform Act 2002.

The Application

1. The Applicant sought a determination pursuant to section 27A of the Landlord and Tenant Act 1985 in respect of service charges payable by the Applicant for the service charge years 2021 to 2024.
2. At page 10 of the application form, the Applicant outlined his case stating that the following matters were in issue:

“-Managing Agent to provide proof of trust fund.

-Management Agent to answer all my questions in full and to better their communication. PRS (Property Redress Scheme) has already awarded me a claim, however I believe the compensation is not enough.

-Management company has been claiming funds as “Sheridan block management” & telling us to pay “Sheridan’s Estate Agent”.

-It’s unclear if our money is protected and who’s managing us. I also believe money claimed is unlawful due to no trust fund in place.”

3. The Tribunal made directions dated 8 January 2025, which required the Applicant to send to the Respondent a schedule in which the Applicant set out the item and the amount in dispute, and also gave the reason why the amount was in dispute. Further, the Applicant was required to complete a statement (if not already contained within the tenant’s comments in the schedule) setting out the reason for their objection to the items. The Respondent was directed to provide a reply to the Applicant’s schedule and also a statement (if not already contained within the landlord’s comments in the schedule) setting out the reason

for their objection to the items. The Applicant was responsible for preparing the bundle of relevant documents for the hearing in accordance with guidance annexed to the directions.

4. Within the section marked “background” within the directions, the Tribunal stated:

“(3) The applicant has previously made an application to the Property Redress Scheme and should be aware that the jurisdiction of the tribunal does not replicate the scope of the scheme. They may wish to take advice to ensure that their submissions come within the jurisdiction of the tribunal and note that the tribunal is unable to provide such legal advice.”

5. The Applicant completed the schedule by adding the same comment throughout the schedule as the issue in dispute namely:

“As per section 42 [Landlord and Tenant Act 1987] provide CMP (Client money protection) & proof of trust fund”.

6. The Respondent completed the schedule and replied to the Applicant’s comment by stating:

“A letter from the Royal Bank of Scotland dated 1 April 2025 has been provided to the Applicant confirming that the account in question is a designated client account”.

7. In addition to the completed schedule, the Applicant provided documents to the Tribunal electronically via a drop box. This was not a bundle of documents that complied with the Tribunal’s directions. The Tribunal nevertheless considered this bundle.

8. The Respondent provided a bundle of documents consisting of 424 pages which was made up of service charge demands and supporting documents as well as invoices for the service charge years 2022 to 2024. Additionally, Michael Hadi Talab, on behalf of LMS Sheridans Ltd, the managing agent appointed by the Respondent, provided a witness statement dated 2 May 2025. This statement included a copy of the letter dated 1 April 2025 from Royal Bank of Scotland which the Respondent referred to in their comment in the schedule. This letter stated:

“ I am writing to formally confirm that the account with the details listed below is recognised as a Designated Client Account...”

9. The witness statement also confirmed that service charge payments were requested to that account, and set out the internal procedures for handling client money. The Respondent stated that it was their belief

that they fully complied with the requirements of section 42 of the Landlord and Tenant Act 1987.

The Hearing

10. The Applicant appeared in person and the Respondent was represented by Michael Hadi Talab on behalf of LMS Sheridans Ltd, the managing agent appointed by the Respondent.
11. With the consent of all parties, the hearing was held via cloud video platform (CVP).
12. 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 Issues

13. The issue for the Tribunal was whether the Tribunal had jurisdiction to consider the application or whether the application should be struck out. Therefore, at the start of the hearing, the Tribunal asked the Applicant to set out the matters which he was asking the Tribunal to make a determination upon. The Applicant identified seven issues and the Tribunal invited the Respondent to reply to these.
14. Having heard representations from both parties, the Tribunal determined that the issues that the Applicant raised did not fall within the scope of the Tribunal's jurisdiction.
15. The representations made and the Tribunal's reasons are set out below:

Issue one – Trust Fund and Regulation

16. The Applicant confirmed that he was satisfied that a bank account under trust had been set up; however, the Applicant confirmed that his concern remained, as in order to establish a client account, a client money protection scheme had to be in place as Safe Agent (who LMS Sheridans Ltd were associated with) did not cover block management.
17. In reply, the Respondent stated that it was their belief that they were following the correct procedure, but this was not a matter that the Tribunal had jurisdiction to determine.
18. The Tribunal found that it was the County Court that had jurisdiction to hear and determine any matter arising under section 42 of the Landlord and Tenant Act 1987. Further, any issue relating to whether Safe Agent was an appropriate regulator was not something that the Tribunal could

determine under a section 27A Landlord and Tenant Act 1985 application. The Tribunal therefore did not have jurisdiction to determine the matter as it was presented by the Applicant to the Tribunal.

Issue Two - Communication

19. The Applicant stated that communication was an issue as he felt he was not provided with relevant documents and was misled. In reply the Respondent submitted that communication between the parties had taken place.
20. The Tribunal found that the issue of communication, whilst important, was not something that the Tribunal could consider if it did not have before it a dispute as to the payability and/or reasonableness of a service charge under section 27A Landlord and Tenant Act 1985. The Tribunal therefore did not have jurisdiction to consider this matter on the basis of the application brought by the Applicant to the Tribunal.

Issue Three - Insurance Excess

21. The Applicant stated that it was his view that he had been told that £2,500 was put into the reserve fund to cover insurance excess.
22. The Respondent noted that this was not an issue that had been raised by the Applicant within his application form or schedule. In reply, the Applicant stated that he thought the issue was referred to in an email that was within his bundle. In order to assist parties, the Tribunal took a break so as to allow the Applicant time to locate the document that he was referring to.
23. The Tribunal reconvened and the Respondent took the Tribunal to page 141 of the Respondent's bundle, which was the service charge budget for 25 March 2023 to 24 March 2024. The Respondent confirmed that under the category "Insurance", there was an entry marked "Insurance claims – excess paid - £2,500". The Respondent explained that this was an excess that related to two separate claims for the communal area and was not an ongoing liability on the Applicant to pay £2,500 to the reserve fund to cover insurance excess.
24. The Applicant was satisfied with the explanation given. The Tribunal encouraged parties to continue to communicate when issues that required clarification arose.

Issue Four - Service Charge Documents Provided Late

25. The Applicant stated that service charge documents were provided to him late. The Respondent apologised for this and confirmed that going forward this would not happen again.
26. The Tribunal did not have jurisdiction to consider this matter further under an application brought under section 27A Landlord and Tenant Act 1985 as brought to the Tribunal by the Applicant. However, the Tribunal reminded parties of the need to maintain effective communications and to, where appropriate, use any relevant complaints process.

Issue Five - Compensation for Time and Effort

27. The Applicant sought compensation from the Tribunal for the issues the Applicant was raising.
28. The Tribunal confirmed that it did not have jurisdiction to make compensation awards for time and effort as a stand alone application in the way the Applicant had brought this matter to the Tribunal.

Issue Six - Who Service Charge Payments should be made to?

29. The Applicant stated that he was not clear who he should pay service charges to.
30. In reply, the Respondent submitted that the invoices set out to whom the payment needed to be made and that the Respondent had provided the correct details. The Applicant stated that he did not want to pay administrative charges in the situation where he felt that information had not been communicated to him effectively. The Respondent confirmed that they were content to speak to the Applicant outside of the Tribunal hearing in order to look at whether an agreement could be reached with regard to internal charges.

Issue Seven – A Survey to Identify Future Work

31. The Applicant requested that a survey to identify future work was undertaken so he could understand what level of service charge he might expect to pay in future.
32. The Respondent noted that this was not an issue raised on the Applicant's schedule, however agreed that such a survey can be useful. The Respondent confirmed that the issue they had was that as service charge payments were not being brought up to date they were in a position where they were making cuts to the level of service provided (for example the cleaning service had been reduced from weekly to

fortnightly). They were therefore not in a position to consider additional expense at this time.

33. Whilst the Tribunal did not have jurisdiction to order the Respondent to complete a survey as the Applicant requested, the Tribunal encouraged parties to work together in order to ensure that such a survey can be undertaken as appropriate.

The Tribunal's Decision

34. The Tribunal found that, for the reasons set out above, it did not have jurisdiction to determine the issues that remained in dispute. The Application was therefore struck out under rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Next Steps

35. The parties took the opportunity at the end of the hearing to identify the steps that needed to be taken. The Applicant confirmed that he would seek legal advice as to outstanding matters relating to section 42 of the Landlord and Tenant Act 1987, along with any outstanding issues upon which he needed advice.
36. Parties confirmed that they would communicate in order to seek resolution of this matter and would take legal advice as appropriate.

Application under section 20C Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 Commonhold and Leasehold Reform Act 2002

37. In the application form the Applicant applied for an order under section 20C of the Landlord and Tenant Act 1985 that the Respondent's cost of the application were not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by him. The Applicant stated that if there had been better communication between the parties, the matter would not need to have come to the Tribunal. In reply, the Respondent stated that they had been actively communicating with the Applicant.
38. The Tribunal did not find that it was just and equitable in the circumstances for an order to be made under section 20C of the Landlord and Tenant Act 1985. The Tribunal's decision was that it did not have jurisdiction to determine the case that the Applicant brought, and the importance of bringing the application within the jurisdiction of the Tribunal was set out in the initial directions made by the Tribunal.

39. It was not clear from the lease whether an order under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 (an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs) was applicable to this case. For the avoidance of doubt, the Tribunal would not make this order in any event for the same reasons as set out above for the section 20C order.

Name: Judge Bernadette MacQueen

Date: 7 July 2025

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).