FIRST-TIER TRIBUNAL

PROPERTY CHAMBER

(RESIDENTIAL PROPERTY)

Case reference : LON/00AH/LAC/2026/0006

Property : Flat 4, Bird in Hand Court, 291-293 Sydenham Road, London CR20 2EL

Applicant : Rosa Kornfein

Respondent : Assethold Ltd.

Representative : Eagerstates Ltd.

Type of application :An application under Paragraphs 3 and 5 of schedule 11 of the Commonhold and Leasehold Reform Act 2002

Tribunal : Judge Shepherd and Malcolm Bailey MRICS

DETERMINATION made on the papers

Decision

No sums are owing

Reasons

1. This case concerns a dispute over Administration fees sought by the landlord. The Applicant is Rosa Korfein and the Respondent is Assethold. The Respondent is represented by the managing agents Eagerstates. The disputed charges relate primarily to the acquisition of a lease of premises at Flat 4, Bird in Hand Court, 291-293 Sydenham Road, London CR20 2EL (The premises) by the Applicant on 9th October 2025.

2. The lease for the premises states at clause 18.3

Within one month of any dealing with, or devolution of, the Property or this lease or of any interest created out of them or it, the Tenant must give the Landlord written notice of that dealing or devolution together with a certified copy of any document effecting or evidencing it (and a certified copy for any superior landlord). No registration fee is payable to the landlord but the Tenant must pay the reasonable registration fee of any superior landlord.

3. In the present case there is no dispute that the Applicant's solicitors did not give notice to the Respondent within one month. The notice was given to the solicitors of the RTM company in error. The error was rectified but the Respondent now seeks to recover various administration charges which in summary are the following:

A notice fee £372

Land Registration Fee £5

Administration costs in connection with the ground rent account £60

Non service of notice fee £480

DRA referral fee £243

Administration costs (2nd) £480

Total £1640

4. These admin charges according to the Respondent are all payable under the lease. The Respondent relies on the following lease terms :

7.4 The Tenant must pay to the Landlord, on demand, and on an indemnity basis, the fees, costs and expenses properly charged, incurred or payable by the Landlord in connection with:

7.4.1 any steps taken in contemplation of, or in relation to, any proceedings under section 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices, and even if forfeiture is avoided (unless it is avoided by relief granted by the court);

7.4.3 the recovery or attempted recovery of any arrears of Rent or other sums due to the Landlord under this lease; and

7.4.4 any application for a consent or approval of the Landlord (including the preparation of any documents) needed under this lease (whether or not consent or approval is granted and whether or not the application is withdrawn).

5. On 15th December 2025 the Respondent wrote to the Applicant demanding sums and threatening forfeiture if they were not paid within 7 days. They then instructed a debt recovery agency to recover the sums. The Applicant referred the matter to the Tribunal.

Determination

6. The first point to note here is that none of the sums demanded by the Respondent were lawful demands as they were not accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges: Commonhold and Leasehold Reform Act 2002 Sch 11para 4(1). Accordingly at present none of the sums claimed by the Respondent are lawfully due. Secondly the threat of forfeiture in the letter of 15th December 2025 was a hollow threat because no lawful demands had been served and no determination of the amounts owing had been obtained pursuant to Housing Act 1996,s.81.

7. On the contrary presumption that the sums charged by the Respondent are lawful one must consider the lease clauses carefully in the present case as little assistance can be obtained by previous decisions. As Judge Bridge, sitting in the Upper Tribunal, *said in Sinclair Gardens Investments (Kensington) Ltd v Avon Estates (London) Ltd [2016] UKUT 317 (LC), at paragraph 21* ,

"Each case is fact-specific, in the sense that what must be construed is the particular clause in the particular lease of the particular property, and conclusions arrived at by previous courts or tribunals in relation to other clauses in other leases of other property are unlikely to be of much assistance".

8. Can it really be said that the Respondent was genuinely contemplating forfeiture when they had not even served lawful demands for payment? The instruction of debt recovery agents was precipitous in the extreme. This was the first contact that the Respondent had with the Applicant! Moreover, the Applicant asked for an explanation of the costs incurred. This has only been provided now in the Tribunal proceedings in what appears to be some hasty post- rationalisation. We don't consider that clause 7.4.1 applies here. Forfeiture may have been contemplated but it was a long way off being even sought never mind obtained. The clause in the lease must have envisaged forfeiture which was legally possible unlike here.

9. Neither do the other sub- categories in clause 7.4 apply to the present case.

10. The notice fee and land registration fee (total of £377) are specifically excluded under clause 18.3 which states *No registration fee is payable to the landlord*.

11. The admin costs of £60 in relation to the ground rent account are said to be payable under clause 7.4.4. This is plainly wrong. The latter clause relates to consent or approval which was not a factor in this case.

12. As for the "non service of notice" fee there is no clause in the lease that contemplates this and in any event it is inconceivable that any work done by the Respondent amounted to anything like this cost (£480). At most it would have constituted the letter to the Applicant and had we not been disallowing all of the costs we would have allowed a maximum of £100.

13. The DRA referral fee was pre-emptive and therefore unreasonable.

14. The further administration costs (unaccountably exactly the same amount as the non- service of notice fee) are disallowed. The work allegedly carried out has not been sufficiently evidenced and there is no lease clause that supports it.

15. In sum we disallow all of the administration costs.

Judge Shepherd

11th May 2026

RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.