



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

**Case Reference** : HAV/00HB/LSC/2025/0702

**Property** : Flat F, 161 Redland Road, Bristol, BS6 6YE

**Applicant** : Martin Cornthwaite

**Representative** :

**Respondent** : Rossholme Management Ltd

**Representative** : BNS Services Ltd

**Type of Application** : Determination of liability to pay and  
reasonableness of service charges  
Section 27A Landlord and Tenant Act 1985

**Tribunal Members** : Regional Judge Whitney  
Mr P Smith FRICS  
Ms J Playfair

**Date of Hearing** : 17 April 2026

**Date of Decision** : 21 May 2026

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**DECISION**

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## **Background**

1. The Applicant made an application for determination of liability to pay and reasonableness of service charges for the years 2022 to 2025. The application was received on 28 May 2025. The Applicant further seeks orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
2. Various sets of directions were given leading to a case management hearing on 17 December 2025 when directions were given listing the matter for hearing.
3. A dispute arose as to the hearing bundle. It was said by the Respondent's that the bundle prepared by the Applicant failed to include all documents. Regional Judge Whitney allowed the Respondent to file its own bundle and if the Applicant wished to object to any part of the content he could do so as a preliminary issue.
4. The Tribunal had two electronic bundles. References to A[ ] are to the Applicant's bundle and R[ ] are to the Respondent's bundle.

## **Hearing**

5. The hearing was attended by the Applicant in person. The Respondent was represented by its director Mrs Mimi Johnson-Fuller assisted by her husband (who was a joint leaseholder but not a director) and Mr B Clothier from the managing agents who had provided a witness statement.
6. The hearing was recorded. Below is a precis only of what took place.
7. As a preliminary issue the Respondents confirmed their bundle included two documents which had not been previously disclosed. These were the Health and Safety Audit R[545] and a Fire Risk Assessment R[1060]. The Respondent's were unsure why it had not previously been disclosed but now included.
8. Mr Cornthwaite wished to renew his application to object to the Respondent's bundle. Upon questioning by the Tribunal it appeared he had not read the same and was not aware for example that it contained copies of the service charge accounts for the disputed years.
9. The Tribunal adjourned for 30 minutes for Mr Cornthwaite to review and for the Respondents to ascertain when and how all documents (save for the two referred to in paragraph 7 above) had been disclosed.

10. Upon resumption Mr Cornthwaite stated he did not believe he had ever seen the accounts and supporting documents. Mrs Johnson-Fuller referred to an email sent by BNS to the Tribunal and Mr Cornthwaite on 22 October 2025 attaching the accounts and other documents. Mr Cornthwaite candidly admitted he had received that email but had not opened the attachments to the same being the accounts. Despite the description of the attachments being clear they included the service charge accounts for each year and he could not explain why he had not opened the same.
11. Mr Cornthwaite again stated he had not read what was in the Respondent's bundle in detail despite having had the same for three weeks prior to the hearing.
12. The Tribunal confirmed that it would allow the Respondent's bundle to be relied upon.
13. The Tribunal asked Mr Cornthwaite if he wished to seek an adjournment. Mr Cornthwaite did and the Respondent's objected. The Tribunal declined to adjourn.
14. Mr Cornthwaite confirmed he accepted that under the lease he was required to pay service charges and had no dispute about the lease terms save that he suggested some charges were not allocated to the appropriate schedule.
15. He explained he had ceased making payments towards the service charges as he had requested information which he said was not provided. He described feeling as if he was hitting his head against a brick wall.
16. Upon questioning by the Tribunal Mr Cornthwaite confirmed he had used AI to prepare his statement of case and the like and he did not understand all that was included.
17. He did not believe the charges levied were reasonable. He explained how he had gripes in respect of the cleaners and had to complain they had not been undertaking the cleaning as they were meant to.
18. He had no knowledge whether or not the tree works had been undertaken. He stated he had not noticed any works being undertaken to any of the trees at the subject Property.
19. In respect of the works to the front door he indicated he had been campaigning for works since 2019. He had obtained in about 2019; pre the pandemic, a quote from the same contractor who ultimately did the works which was only going to be about £1800. He agreed the works had been undertaken to a reasonable standard although it appeared there may be an issue now with the lock.
20. The Respondent's had no questions for the Applicant.

21. The Tribunal questioned the Applicant.
22. He explained he had not been involved in Tribunal proceedings before. He had no excuse as to why he had not opened or looked at the accounts sent in October 2025.
23. He agreed he had received all the various demands although in one of the years these were late being sent out. He accepted however they all had been sent and received and took no issue. He explained he had ceased generally making payments as he felt withholding was a way to get information.
24. The Tribunal adjourned briefly before hearing from Mrs Johnson-Fuller.
25. She believed that the Respondents had repeatedly responded and provided information for Mr Cornthwaite. In her view the Respondent's had done what they could and had to incur administration costs in pursuing Mr Cornthwaite due to his non-payment of monies.
26. She explained in respect of the tree works, a tree survey had been undertaken R[1012]. This explained what trees were worked on and the invoice was R[1010]. She explained as a flat owner it was in her own personal interests to keep charges as modest as possible. She had asked other leaseholders to be directors but they had not taken this up including Mr Cornthwaite. She was satisfied that consultations had been undertaken and were shown within the Respondent's bundle.
27. As for the door it was a bespoke door. In the past repairs had been undertaken which the Applicant had helped with. She had obtained quotes including one from the carpenter whom the Applicant had originally got a quote from. It was this person who did the work. The door and frame is very large and heavy and needs to be capable of having a large usage.
28. Mrs Johnson-Fuller confirmed that her two witness statements were true and accurate: R[396-408] & R[411-419].
29. Mr Cornthwaite questioned her.
30. She explained door works had been delayed as there were other items which were a priority. Delays not helped by Mr Cornthwaite not paying his service charges.
31. She agreed there had been some issues with the cleaners. New processes had been adopted to make sure they were doing their job and a refund of charges had been agreed with the cleaning contractor.

32. Mrs Johnson-Fuller agreed BNS had been a factor in the past but that was the past and had been invaluable in this process. She referred to the disclosure sent and suggested she had done everything to try and agree matters.
33. The Respondent's then called Mr Clothier. He agreed his statement was true R[425-428].
34. Upon questioning it became apparent Mr Clothier was here as a director of BNS. He had not had day to day conduct of the management, the same for much of the period under discussion having been undertaken by an ex member of staff. He was unable to comment upon many matters directly.
35. In reply Mr Cornthwaite summed up by saying in his submission the costs were unreasonable for the service received. He was concerned in the past the directors had discussed matters without him and he had not understood what was happening.
36. He explained during the pandemic it had been agreed the company would try and keep the service charge to about £2,000 but it seemed to have risen substantially and this was not reasonable. He could see no justification for the increase.
37. He confirmed he agreed the insurance costs and the electricity costs. Most of the fundamental parts of the budget he agreed. He did not agree BNS fee and felt it should be only 70% of what charged due to what he considered their failures to perform their duties. Likewise he felt the service charge costs overall should be reduced by 70% in each of the charging years disputed because of a failure to do works in a timely fashion.
38. He did not agree the administration charges as he suggested he was talking directly to Mrs Johnson-Fuller and so these should not have been incurred.
39. At the conclusion of the hearing all parties confirmed they had said everything they wished to raise.

## **Decision**

40. We thank the parties for their submissions and candour. In reaching our decision as we said at the hearing we have had regard to all the documents included in the parties respective bundles even when not expressly referred to.
41. We did initially determine as a preliminary issue whether the Respondent's bundle and in particular the documents from page R[431] could be relied upon.

42. The Applicant admitted receipt of the email dated 22 October 2025 sent to him and the Tribunal. This had attached the service charge accounts for each of the years being disputed. Further, the Applicant admitted he had received the Respondent's hearing bundle on 27 March 2026; three weeks before the hearing. It was plain to this Tribunal that we find all of the service charge documents, including accounts and invoices had been sent to Mr Cornthwaite, as submitted by the Respondent. Mr Cornthwaites admissions as to the email of 22 October 2026 support this finding.
43. The Tribunal could not understand why Mr Cornthwaite had not looked at or opened the attachments. Equally we could not understand why he had failed to look through the bundle provided by the Respondent, especially as the index showed the relevant documents location in the first pages.
44. We were satisfied that given the documents had been disclosed to Mr Cornthwaite they were documents that this Tribunal should take account of in determining his liability to pay and the reasonableness of the service charges. As a result we were satisfied that it was within our broad case management powers to allow the Respondent's bundle to be relied upon at the final hearing.
45. We did also consider the Applicant's request to adjourn. We refused the same. Whilst it appeared the Applicant had not had regard to the documents, he was unable to adduce any cogent reason why he had not done so. By his own admission he had received the service charge accounts (and other documents) over 6 months prior to the hearing. He had simply not opened the attachments which were clearly labelled to an email receipt of which he accepted. Further we are satisfied that a reasonable person would have reviewed the Respondent's bundle and those documents labelled in the Index as:
- “Relevant Documents which any Party relies on  
Applicant's Documentation (these are Annexed Above to the  
Applicant's Statement of Case as Disclosed Hearing Bundle)  
  
Respondent's Documentation to focus on”*
46. We note the application had been made nearly twelve months ago. Directions for a final hearing were given in December 2025 and a hearing was fixed at which all parties were in attendance. We were not satisfied it would be in accordance with the overriding objective to achieve fairness to all, including the Respondent and would not be a proportionate use of Tribunal resources to adjourn. We exercised our discretion and refused the application.
47. Turning now to the areas of challenge. Mr Cornthwaite admitted he had used AI to prepare his case. As has been said elsewhere AI plainly has a place but case must be taken as to its use. It is for the person using the AI to ensure that they understand what it creates

and check the relevance of the same. In this instance we would suggest that the use has failed to assist Mr Cornthwaite in focussing on appropriate issues.

48. Mr Cornthwaite acknowledged that all relevant demands had been sent (even if some were late) and that in principle the lease had been followed. Given this admission we are satisfied that in principle all of the service charges are payable.
49. We considered the specific challenges. We deal first with the door.
50. We are satisfied that the Respondent did properly consult as to the same. Copies of the notices were included within the Respondent's bundle R[990-1002]. Mr Cornthwaite did not deny receipt of these documents. His challenge appeared to be that if the works had been undertaken sooner the costs would have been less.
51. We remind ourselves it is for the Respondent to decide when is the appropriate time for works to be undertaken. It was clear the directors did have to consider other issues in factoring when was the correct time. We were not provided with a copy of the 2019 quote but Mrs Johnson-Fuller was aware and ultimately used the same contractor. We are aware that over the time since the pandemic, costs have risen not least due to the high inflation. Mr Cornthwaite did not suggest the works could have been undertaken cheaper at the point undertaken. Further, we have considered whether there has been any historic neglect. We are not satisfied on a balance of probabilities that any such evidence was advanced. We are satisfied it is reasonable and rational for the Respondent to phase differing works and sadly by the time door works became necessary costs had risen. However we are satisfied all such costs are reasonable.
52. Turning to the tree works again we have had sight of the consultation notices and the like R[1004-1020]. We find that on balance of probabilities the Respondent did undertake a proper consultation. Mr Cornthwaite suggests he is not aware of the tree works. He did not however go so far as to say they had not been undertaken. We therefore struggled to understand his objection.
53. We find that taking account of the evidence of Mrs Johnson-Fuller the works were undertaken and the costs of the same are reasonable.
54. Mr Cornthwaite admitted certain items so we do not look at the same. We have considered carefully his statement of case to be found at A[80] onwards. We have also taken account of his submission at the end of the hearing suggesting the costs overall should be reduced by 70%. We also take account of the fact the directions dated 17 December 2026 invited him to set out on a line by line basis each item of service charge expense he was seeking to challenge.

55. We are not satisfied that Mr Cornthwaite has identified a prim facie case as to why the charges are not reasonable. We have considered the evidence of the Respondent including the accounts for the years in dispute and the supporting documents. Taking account of all matters before us on balance of probabilities we are satisfied that the charges are reasonable.
56. We did consider the question of management fees. It certainly appears that the company may have had some issues with its agents but we are told these are in the past. It is clear the building has been managed and agents have undertaken their part. We are satisfied on balance of probabilities that the costs charged are reasonable.
57. Finally we turn to the question of the administration charges. Mr Cornthwaite suggested given he was having dialogue with Mrs Johnson-Fuller direct, thus he should not be charged. Mrs Johnson-Fuller did not agree. Her frustration with Mr Cornthwaite's approach and the difficulties his non-payments had caused to the running of the company were palpable.
58. We note the Respondent at R[390] agree that the solicitors fee of £156 and debt fee of £130 plus vat are not being claimed.
59. Mr Cornthwaite by his own admission admitted ceasing making regular payments. He had made one off and occasional payments for certain items. In his submissions he did not challenge the reasonableness of the amounts, simply that he had been charged.
60. On the evidence before us and on a balance of probabilities we find that all such administration costs for pursuing payment are reasonable and payable.
61. The Applicant invited us to make orders pursuant to section 20C and paragraph 5A. We decline to do so. We are satisfied given the Applicants application has been wholly unsuccessful and having regard to the various findings we have made this is a case where we should make no order.

## **Conclusion**

62. We find that all of the service charges and administration charges levied for the service charge years 2021-2022, 2022-2023, 2023-2024 and the budgeted amounts for the year 2024-2025 are all payable and reasonable. We set out the amounts payable from the Applicant below taken from the Scott Schedule prepared by the Respondent:

2021/2022	£1773.27
2022/2023	£2075.83
2023/2024	£2574.76

