



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)
and
THE COUNTY COURT AT
TRURO**

Case reference : HAV/00HE/LIS/2025/0018

Court Claim no. : 574MC407

Property : 3 The Carriage House, Killiow Park,
Killiow, Truro, TR3 6AG

Applicant : Killiow Coach House Management
Company Limited

Representative : Belmont Property Management

Respondent : M G Thornton

Representative : ----

Type of application : Transferred Proceedings from County
Court in relation to service charges and
related

Judge : Regional Judge Whitney
Mr M Woodrow MRICS
Judge Pointon

Date of hearing : 30 March 2026

TRIBUNAL DECISION AND COURT ORDER

This is a formal order of the Court and Tribunal which must be complied with by the parties. The Judge directs that the parties must comply with the Statement on Tribunal Rules and Procedure.

Communications must be to the Tribunal and MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

Background

1. The original proceedings were issued in the County Court under Claim No. 574MC407 on 18th September 2024. The proceedings have been allocated to the small claims track and then transferred to the Tribunal by District Judge Rahman by Order dated 23rd June 2025.
2. The Tribunal issued directions for the matter to come to a final hearing. Various case management applications were made and ultimately the Tribunal had bundles from both parties.

Hearing

3. The hearing took place at Truro Magistrates. The Applicants were represented by Mr Belshaw who was authorised by the directors in attendance (Mr Bryce, Mrs Belshaw, Mrs Charnley & Ms Bett). Mrs Thornton attended in person.
4. The Tribunal had before it the bundles provided by each party. References in [] with an A for the Applicant and R for the Respondent refer to those bundles. There was also a bundle of photos provided by the Respondent.
5. The hearing was recorded and below is a precis only of what took place.
6. Mr Belshaw explained that the directors had expected their property manager from Belmont Property Management to attend and represent them. They had learnt at the same time Belmont emailed the Tribunal that Belmont would not be attending.
7. The Tribunal granted a short adjournment to Mr Belshaw to consider how the Applicant wishes to proceed. Upon resumption Mr Belshaw made an application to adjourn on the basis the Applicant expected the agent to represent the company.
8. Mrs Thornton objected to an adjournment; she was seeking a resolution.
9. The Tribunal refused to adjourn the hearing.
10. Mr Belshaw read out a pre prepared statement. He explained that all other leaseholders had paid their service charges. All the leaseholders were members of the Applicant company including

the Respondent. He explained that Mrs Thorntons flat was comprised of two leases as originally her property was two separate properties which at some point in the past had been altered to create a single dwelling.

11. Mrs Belshaw confirmed her statement R[2-3] was true and accurate.
12. Mrs Thornton cross examined Mrs Belshaw.
13. Mrs Belshaw explained the NFU came and surveyed the property. She stated that the leaseholders did not wish to go with the cheapest insurance provider given the specialist nature of the Property. The survey was external only.
14. She confirmed there were originally 6 units held on separate leases two of which belonged to Mrs Thornton. Mrs Thorntons two units had been combined to form a single unit, but still subject to the two leases.
15. On questioning by the Tribunal she confirmed that the directors were happy with the NFU as insurers. The Property is Grade II* Listed and her view is that they need to be picky.
16. She explained the budget had remained the same. Belmont would ask the directors about the budget who would approve the same. She explained the estate charge is collected directly by the Killiow Estate.
17. Mrs Thornton then presented her case.
18. She accepted she had all of the demands and agreed under her two leases she was required to pay 2/6th of the service charge costs. She disputes the accounts.
19. Mrs Thornton disputes what she should pay. She considers the insurance to be inaccurate. She suggested that corrections were made to the policy at her insistence.
20. Mrs Thornton explained she had obtained a quote in 2025 from Aston Lark for a policy which was about £1000 cheaper (R[85]).
21. In her submission Belmont were in breach of the duties they owed to the Applicant. In her view they had not fulfilled their contractual obligations.
22. Mrs Thornton referred to what she considered botched repairs that had been undertaken. She suggested she would withhold the payment until things were done properly. She had paid her Estate Charge.
23. Mr Belshaw then cross examined Mrs Thornton.

24. She stated she had not been invited to the AGM of the company since 2021. She had never been asked about the budget. She accepted she found this hard to deal with and had a short fuse and had lost her temper on occasion.
25. On questioning by the Tribunal she stated she objected to having no say on anything that took place.
26. Upon conclusion of the evidence and submission from both parties the Tribunal adjourned to deliberate. It then orally informed the parties of the outcome and the Judge sat as a Judge of the County Court.

Tribunal Decision

27. We thank all parties for their submissions. At the end of the hearing we urged all parties to try and work together, all have an interest in ensuring the proper management of the Building.
28. The Tribunal also expressed its disappointment that Belmont Property Management had chosen to not attend and had waited until the eleventh hour. The Tribunal considered this highly unprofessional conduct to cease representing a client without any prior warning.
29. We reminded the parties at the hearing that the Tribunal was tasked with determining the Respondent's liability to pay and the reasonableness of the sums claimed in the County Court R[185-188]. The sums claimed were for the cost of insurance and service charges. The invoices were at A[4-6].
30. The service charge items claimed were said to be for "Sinking fund in advance" and "Service charge in advance". The demand was dated 10 January 2024 and covered the periods of 1 Jan 2024- 31 Dec 2024.
31. An example lease was at R[63-74]. The requirements for service charges are set out in the Third Schedule and reserve funds in the Fifth Schedule.
32. We remind ourselves that it is for the Applicant on the balance of probabilities to prove their case.
33. Mrs Thornton suggests that the insurance should not have been placed with the NFU. She suggests that the policy itself may have been invalid as changes to the policy have been implemented. She relies on what she says is a significantly cheaper quote although the quote is for a different period. It appears the insurance may now have been moved.
34. Mrs Belshaw explained how the insurance was arranged and that it was the preference of the Applicant to not go with the cheapest. In

particular the Applicants were satisfied with the service provided by NFU given the particular characteristics of the Property.

35. In our judgment the insurance premium charged was reasonable and payable for both of the years claimed. We find that the policy was reasonable and reasonably obtained relying principally on the oral evidence of Mrs Belshaw and the documents within the two bundles. Mrs Thornton principally objected due to the fact she was not consulted. The Applicant does not have to consult with the leaseholders. We were satisfied having regard to the evidence that the insurance of £1250.56 and £1594.42 was due and payable.
36. We were not satisfied that the advance service charge and reserve fund invoice was properly payable. Mrs Belshaw was unable to give evidence on these amounts, having relied upon their managing agents. On a balance of probabilities we were not satisfied that the Claimant had proved these sums given were payable or reasonable. We find that the amount claimed for these amounts is not payable. Plainly if and when final accounts are prepared it may be that sums can then be demanded from Mrs Thornton.

COURT ORDER

37. Regional Judge Whitney sitting as a judge of the County Court noted that the tribunal found that a sum of £2844.98 was due and payable by the Defendant to the Claimant.
38. The Judge heard from the representative for the Claimant and the Defendant in person.
39. The Claimant waived any claim for interest on the sum claimed

IT WAS ORDERED THAT

1. The Defendant shall within 28 days pay to the Claimant the sum of £2844.98;
2. Further within 28 days the Defendant shall pay to the Claimant the sum of £455 in respect of the court fee paid;

Regional Judge Whitney 21 May 2026

ANNEX - RIGHTS OF APPEAL

Appealing against the Tribunal's decision

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 date this decision is sent to the parties.

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 state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers

Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Appealing against a reserved judgment made by the Judge in his/her capacity as a Judge of the County Court

A written application for permission must be made to the court at the Regional Tribunal office which has been dealing with the case.

The date that the judgment is sent to the parties is the hand-down date.

From the date when the judgment is sent to the parties (the hand-down date), the consideration of any application for permission to appeal is hereby adjourned for 28 days.

The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties;

1. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers

2. If an application is made for permission to appeal and that application is refused, and a party wants to pursue an appeal, then the time to do so will be extended and that party must file an Appellant's Notice at the Regional Tribunal office within 21 days after the date the refusal of permission decision is sent to the parties.

3. Any application to stay the effect of the order must be made at the same time as the application for permission to appeal.

Appealing against the decisions of the tribunal and the decisions of the Judge in his/her capacity as a Judge of the County Court

4. In this case, both the above routes should be followed.