



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

Case reference : **LON/00AG/LSC/2025/0913**

Property : **Flat 14, Sutherland House, 2 Greencroft Gardens, London NW6 3LR**

Applicant : **Ms G Farrell**

Representative : **In person**

First Respondent : **Mr Laurence Freilch, Moreland Estates**

Representative : **In person**

Second Respondent : **Five Star Finance Corporation**

Representative : **Mr Laurence Freilch, Moreland Estates**

Type of application : **An application under section 27A
Landlord and Tenant Act 1985**

Tribunal members : **Ms S Beckwith MRICS
Mr K Ridgeway MRICS**

Date and Venue of hearing : **27 April 2026 at 10 Alfred Place, London
WC1E 7LR**

Date of decision : **13 May 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985.

The application

1. The Applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable and under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 as to whether administration charges are payable.
2. The Applicant also seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
3. The First Respondent, Mr Freilich, is the tribunal appointed manager of the Property. He was appointed in September 2019 and his appointment ran for five years. The Second Respondent is the Freeholder, to whom management responsibility of the building reverted when Mr Freilich's appointment came to an end.
4. The application was made on 8 July 2025. The tribunal listed a case management hearing for 2 September 2025, after which the application was stayed until 23 September 2025 to allow the parties to attempt to settle the issues. Ms Farrell then confirmed that she wished to proceed with the application and a further case management hearing was held on 16 October 2025, at which time directions were agreed.
5. A hearing was scheduled for 9 March 2026. Ms Farrell attended, but neither Respondent did. The solicitor representing both Respondents confirmed they were not aware of the hearing. Whilst the parties had largely complied with the directions, including submitting a Scott Schedule and bundle, there were inconsistencies between the two. At this time there was also uncertainty as to who was responsible for the management of the Property post-September 2024.
6. The tribunal therefore issued further directions for the provision of information by the Respondents and a revised bundle and adjourned the hearing until 27 April 2026.

The hearing

1. The Applicant appeared in person at the hearing. The First Respondent appeared in person and also represented the Second Respondent.

2. The tribunal had been provided with an electronic version of a Scott Schedule including three tabs with documents attached and a 186 page bundle. Numbers in square brackets relate to the relevant pages in the bundle.
3. Pursuant to the tribunal's directions dated 9 March 2026, the Respondent provided a copy of a management agreement dated 29 September 2024 between the Second Respondent and Moorland Estate Management Ltd. Prior to the hearing the applicant had completed Form Order¹ requesting disclosure of the Docusign date records of signature. At the beginning of the hearing, the First Respondent offered to show this to the Applicant.

The background

4. The property which is the subject of this application is a flat on the third floor of a five storey house, which has been converted into 20 flats.
5. 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.
6. The Applicant holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge.

The issues

7. The issues before the tribunal had been set out in a Scott Schedule.
8. Despite there essentially having been three case management hearings, and having been advised specifically at the adjourned hearing on 9 March what she would be expected to present, throughout the hearing the Applicant struggle to point to where the figures she was challenging came from or the evidence in the bundle on which she was seeking to rely.
9. Many of the comments raised were questions she wished the managing agent to answer or actions she wished them to take. Many issues the Applicant attempted to raise were ones which were not capable of determination by the tribunal, for example accounting matters relating to the use of the reserve fund (which we noted that Mr Freilich had explained).
10. The tribunal outlined that its jurisdiction was limited to the payability and/or reasonableness of any items of service charge and we would need

to understand the exact amount being challenged and why the applicant believed it was either not payable or not reasonable.

11. Despite being reminded of this throughout the hearing, the Applicant was unable to present argument as to why the items within the Scott Schedule were either not payable or not reasonable.
12. For the avoidance of doubt, we set out the position in respect of each item in the Scott Schedule below.

Rubbish bin hire 2022-2025

13. Within the Scott Schedule, the applicant challenges various amounts relating to bin hire charged by the council, stated as “£12-16”, £130.44, £345.18 and £724.20.
14. Ms Farrell’s challenge was that previously the invoices stated the address of the property as 2 Greencroft Gardens, but it has since been changed to 4 Greencroft Gardens and she was concerned that they were paying the charges for the property next door. Their postcode is NW6 3LR and the postcode on the invoices is NW6 3LS.
15. Invoices in relation to the amounts of £724.20 for 2022/23 and £345.18 for 2023/24 were provided by the Respondents within the Scott Schedule [tab 3]. Mr Freilich explained that the council had changed their billing system and that resulted in the reconciliation of the accounts and these additional charges.
16. Copies of the land registry entries for the property are included in the Scott Schedule [tab 2]. These show the address as Sutherland House, 2 Greencroft Gardens, NW6 3LS.
17. On questioning from the tribunal, Ms Farrell confirmed that she was not disputing that the service had been provided or the amounts, she just wanted someone to correct the address with the council.

The tribunal’s decision

18. The tribunal determines that the charges in respect of rubbish bin hire are payable and reasonable.

Reasons for the tribunal’s decision

19. Whilst there appears to be some discrepancy with the postcode of the property, the invoices clearly state that they relate to Sutherland House.

Cleaning and gardening 2023

20. Within the Scott Schedule, Ms Farrell challenges cleaning charges of £660, questioning why the charge had increased from £265 in 2022 to £330 in 2023. She was not able to point to the relevant section of the bundle for the tribunal to understand the exact amount challenged.
21. Mr Freilich explained that the reason for the change was an agreement to increase the frequency of visits from fortnightly to weekly. This was in relation to gardening and was therefore seasonal, not throughout the entire year.

The tribunal's decision

22. The tribunal determines that the charges in respect of cleaning and gardening are payable and reasonable.

Reasons for the tribunal's decision

23. We accept Mr Freilich's explanation. No evidence has been provided by Ms Farrell to substantiate any challenge to these amounts.

Project Cornwall 2023

24. Within the Scott Schedule a charge of £3,734.40 is highlighted. Mrs Farrell questioned why the leaseholders had to pay so much.
25. Mr Freilich confirmed that this charge was in respect of security for a meeting which facilitated a major refurbishment project and the receipt of substantial funds, which would not have happened without the meeting.
26. When questioned as to whether she could explain why she considered the amount was either not payable or not reasonable, Ms Farrell could not and stated that she was satisfied as she now had an explanation.

The tribunal's decision

27. The tribunal determines that the amount payable in respect of Project Cornwall is £3,734.40.

Reasons for the tribunal's decision

28. No evidence as to why the charges were either not payable or not reasonable were presented by the applicant.

Health and safety, pest control and fire risk

29. No specific amounts were outlined in the Scott Schedule. The applicant outlined that she wished to understand what specifically was undertaken by the companies.
30. Ms Farrell could not point to any specific item of challenge/invoice which she considered not payable or not reasonable.

The tribunal's decision

31. There is no decision for the tribunal to make.

Reasons for the tribunal's decision

32. Without reference to specific charges, no case for challenge has been established.

Outstanding balances, late payment fees and interest

33. The application to the tribunal came as a result of the instruction of debt collectors who provided a statement of outstanding sums totalling £6,885.17 [49]. These included a balance brought forward from the previous managing agents of £49.89, several late payment fees of £75 and a statement showing interest in the amount of £5,382.31.
34. Ms Farrell confirmed that she had always paid her ground rent and service charges on time and therefore could not understand the amounts charged.
35. Part of the initial challenge was the authority of Moorland Estate Management Ltd to instruct debt collectors, however, this had been resolved by the provision of the management contract [129-141].
36. Mr Freilich confirmed that all amounts on the statement issued by the debt collection agency had been resolved, Ms Farrell's account was clear, she would not be charged the late payment fees or interest and the debt collection agency had been stood down.

The tribunal's decision

37. There is no decision for the tribunal to make.

Reasons for the tribunal's decision

38. The Respondents confirmed that the issues had been resolved and Ms Farrell would not be charged for the items originally being challenged.

Application under s.20C and refund of fees

39. In the application form, the Applicant applied for an order under section 20C of the 1985 Act. Mr Freilich confirmed that no costs incurred in connection with the proceedings before the tribunal will be passed through the service charge.
40. Taking into account the determinations above, the tribunal does not order the Respondent to refund any fees paid by the Applicant.

Name: Ms S Beckwith MRICS

Date: 13 May 2026

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).