



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

**Case Reference** : **HAV/24UD/LSC/2025/0741 &  
HAV/24UD/LBC/2025/0621**

**Property** : **Flat 14 Elizabeth Court, The Crescent,  
Eastleigh, SO50 9TA**

**Applicant** : **Elmbirch Properties Limited**

**Representative** : **Sampson Coward LLP, solicitors**

**Respondent** : **Ms Ezri Tigan**

**Representative** : **None.**

**Type of Application** : **(1) Determination of liability to pay  
and reasonableness of service  
charges: s.27A Landlord &  
Tenant Act 1985**  
**(2) Breach of Covenant S168(4)  
Commonhold & Leasehold  
Reform Act 2002**

**Tribunal Members** : **Mr D Cotterell FRICS  
Mr Bruce Bourne MRICS  
Mr Kevin Ridgeway FRICS**

**Date of Hearing** : **7 April 2026**

**Date of Decision** : **26 May 2026**

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**DECISION**

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## Summary of Decision

1. **The service charges payable forthwith by the Respondent to the Applicant are as follows for the service charge years shown, and in the amounts indicated:**

<b>Period</b>	<b>Amount Owing</b>
2022-2023	£ 2,886.11
2023-2024	£ 2,635.77
2024-2025	£ 3,982.85
2025-2026	£ 2,747.14
<b>Total Service Charge Due</b>	<b>£ 12,251.87</b>

2. **The Respondent is in breach of the obligations set out in paragraphs 12, 14, and 16 of Part II of Schedule 1 of the lease of the Property, which detail the restrictions imposed on the lessee**
  - a. **Not to obstruct or cause to be obstructed any part of the Building or of the Estate surrounding used in connection with the tenants of the other flats or premises in the Building (Paragraph 12);**
  - b. **Not to park or permit or suffer to be parked any motor car or other vehicles on any part of the Estate except in such parking areas as may be provided (Paragraph 14);**
  - c. **To comply with such further rules and regulations as the Lessor may reasonably make for the good management of the Building and Estate and for the benefit of the tenants of the flats in the Building (Paragraph 16).**

## **Background**

3. This matter concerns applications brought by the freeholder Applicant in respect of a residential property at Flat 14, Elizabeth Court, The Crescent, Eastleigh, SO50 9TA in respect of:
  - a. A determination of reasonableness & payability of service charges to the Applicant for the service charge years 2022–2025 (s.27A of the Landlord & Tenant Act 1985);
  - b. Determination of a breach of lease by the Respondent pursuant to s.168(4) of the Commonhold & Leasehold Reform Act 2002 relating to the storage of a mobility scooter in a communal area;as outlined in the application form; the application was dated 18 July 2025.
4. The Applicant asserts that the Respondent is in breach of her lease by not paying service charges due, being it asserts, both reasonable and payable, and that in addition, the respondent is storing a mobility scooter in the residents' communal lounge and is charging its battery from the communal electricity supply – which it claims is in breach of the Respondent's lease terms.
5. The Tribunal issued directions on 17 November 2025 and 7 January 2026. The latter directions fixed a hearing to take place at Havant Justice Centre and set out a timetable for the parties to disclose and to exchange evidence. Directions were also given as to the provision of documents for the hearing and a bundle of 188 pages was supplied prior to the hearing. References in [ ] are to pdf pages within that bundle.

## **The Property**

6. The subject flat ("the Property", numbered 14 in the block) comprises a first floor flat. Elizabeth Court is a purpose-built block in which the component flats are held on long leases; the block is restricted to occupation by residents aged 55 and over. The Respondent acquired the lease to her flat in March 2022.

## **The Law**

### *Service Charges*

7. The relevant law in relation to service charges and reasonableness is set out in the Landlord & Tenant Act 1985. A service charge is defined by section 18(1) of that Act, which reads as follows

**18 Meaning of “service charge” and “relevant costs”.**

- (1) *In the following provisions of this Act “service charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent—*
- (a) *which is payable, directly or indirectly, for services, repairs, maintenance improvements or insurance or the landlord’s costs of management, and*
- (b) *the whole or part of which varies or may vary according to the relevant costs.*
- (2) *The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.*
- (3) *For this purpose—*
- (a) *“costs” includes overheads, and*
- (b) *costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.*

8. Section 19 of that Act provides that there is a limitation on service charges in that they must be reasonable

**19 Limitation of service charges: reasonableness.**

- (1) *Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—*
- (a) *only to the extent that they are reasonably incurred, and*
- (b) *where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;*
- and the amount payable shall be limited accordingly.*
- (2) *Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.*

...

9. Section 27A of that Act confers jurisdiction on the Tribunal to make determinations as to costs actually incurred or costs demanded on account prior to works being done or services being carried out:

**27A Limitation of service charges: jurisdiction**

- (1) *An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—*
- (a) *the person by whom it is payable,*
  - (b) *the person to whom it is payable,*
  - (c) *the amount which is payable,*
  - (d) *the date at or by which it is payable, and*
  - (e) *the manner in which it is payable*
- ...
- (2) *An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—*
- (a) *the person by whom it is payable,*
  - (b) *the person to whom it is payable,*
  - (c) *the amount which is payable,*
  - (d) *the date at or by which it is payable, and*
  - (e) *the manner in which it is payable*
- ...

*Breach of Lease*

10. The relevant law in relation to a breach of lease is set out in Section 168 of the Commonhold and Leasehold Reform Act 2002:

**“Section 168 No forfeiture notice before determination of breach**

- (1) *A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (c. 20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.*
- (2) *This subsection is satisfied if—*
- (a) *it has been finally determined on an application under subsection (4) that the breach has occurred,*

- (b) *the tenant has admitted the breach, or*
- (c) *a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.*
- (3) *But a notice may not be served by virtue of subsection (2)(a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.*
- (4) *A landlord under a long lease of a dwelling may make an application to the appropriate tribunal for a determination that a breach of a covenant or condition in the lease has occurred.*
- (5) *But a landlord may not make an application under subsection (4) in respect of a matter which—*
  - (a) *has been, or is to be, referred to arbitration pursuant to a post dispute arbitration agreement to which the tenant is a party,*
  - (b) *has been the subject of determination by a court, or*
  - (c) *has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.*
- (6) *For the purposes of subsection (4), “appropriate tribunal” means—*
  - (a) *in relation to a dwelling in England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal; and*
  - (b) *in relation to a dwelling in Wales, a leasehold valuation tribunal.”*

## **The Lease**

11. The Property’s lease was dated 21 August 1998 and was made between Robert Griffin and Linda Beryl Jukes.
12. With regard to service charge administration, clause 1(b) of the lease [53] the Respondent covenanted to pay a service charge reserved as rent. The covenant was as set out at clause 3(2) at [54]:

*“...to pay to the Lessor without any deduction the Service Charge being a fair and reasonable proportion (such proportion to be determined by the Lessor in case of dispute whose determination shall be final and binding) of the expenses*

*and outgoings incurred by the Lessor in the repair maintenance renewal and management of the access roads and accessways coloured brown on Plan No 1 annexed the Buildings and the Estate (including the Warden's flat) the provision of services therein and the other heads of expenditure incurred by the Lessor in the performance of its covenants hereinafter contained...”*

13. With regard to other obligations relevant to the application, clause 2 of the Lease [53-54] includes a tenant’s covenant to comply with the restrictions in the lease in the following terms:

*“The Lessor’s predecessor in title has previously granted and the Lessor intends to grant leases of the flats in the Building (other than the premises hereby demised and other than the Warden’s flat) and the Lessor’s predecessor in title has in every future Lease to impose the restrictions set forth in the First Schedule hereto to the intent that any tenant for the time being of any flat in the Building may be able to enforce the observance of the said restrictions by the owners and occupiers for the time being of the other flats”*

14. The restrictions at Part II of Schedule 1 to the Lease, include the following tenant obligations [72-73]:

(Paragraph 12 [72]): *“Not to obstruct or cause to be obstructed any part of the building or of the estate surrounding used in connection with the tenants of the other flats or premises in the building...”*

(Paragraph 14 [72]): *“Not to park or permit or suffer to be parked any motor car or other vehicles on any part of the Estate except in such parking areas as may be provided...”*

(Paragraph 16 [73]): *“To comply with such further rules and regulations as the lessor may reasonably make for the good management of the building and estate and for the benefit of the tenants of the flats in the building.”*

## **The Hearing**

15. The hearing was attended by the parties. For the Applicant, Ms Paula Wright, Head of Estates Management for the Sarum Group, which business includes the applicant landlord (Elmbirch Properties Limited) who was represented by Mr Erridge of counsel, instructed by Sampson Coward LLP, solicitors. Ms Tigan, the Respondent appeared in person.
16. The Applicants had filed a statement of case, together with witness statements from Ms Wright and also from Mr James Cannon of Remus Management,

otherwise Fexco Property Services (Management) Limited, the managers of the block, appointed by the Applicant company. Mr Erridge for the Applicant had filed a skeleton argument. Ms Tigan had filed a letter to the Tribunal dated the 1 January 2026 (received 3 January) concerning her availability and expressing her hope that a Mr Paul Taylor, a former director of Remus might attend the hearing as well as Mr Cannon. The Respondent filed no other statement or evidence before the hearing.

17. We set out below a precis of the most pertinent parts of the hearing. The hearing itself was recorded.
18. Before taking evidence, the Tribunal, as a preliminary matter, heard an application by Mr Erridge seeking a debaring order under Rule 9 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 asking that Ms Tigan be excluded from participation in the hearing on the basis that she had failed to comply with Judge Skinner's directions of 7 January 2026.
19. The Tribunal heard Mr Erridge's arguments and Ms Tigan's response, and rose briefly to consider the application. On its return, the Tribunal refused to grant the application on the basis that Judge Skinner's directions had not stipulated that failure to follow his directions by a stated date would lead to part or all of the defaulting party's case being struck out in part or in whole.
20. The Tribunal then heard evidence from Ms Wright, who confirmed her statement [94-99]. Ms Wright explained that the leases require payment of service charges and restrict use of communal areas; those communal facilities include a residents' lounge. She confirmed that Ms Tigan had purchased the lease for Flat 14 in March 2022 and has mobility issues. She added that in late 2022, Miss Tigan began storing and charging her mobility scooter in the communal lounge, although the managing agents (Remus) had repeatedly asked her to remove it. She said that although Hampshire Fire and Rescue had advised Remus that long-term storage in communal areas posed concerns, Ms Tigan refused to stop using the residents' lounge in this way, stating she had nowhere else to store the scooter.
21. She explained that Elmbirch had previously issued a letter of claim and applied to the Tribunal for a breach determination and that in May 2023, the Tribunal declined to confirm a breach due to insufficient evidence. Following the 2023 decision, Elmbirch issued updated regulations to all residents prohibiting storage of bulky items (including mobility scooters) in communal areas. Despite this, Miss Tigan has continued to store and charge her scooter in the communal room. In February 2025, Elmbirch's solicitors wrote to Ms Tigan regarding the continued scooter storage and outstanding service charge arrears, although no response was received.

22. Ms Wright asserted that the communal room is not designed for storage, charging the scooter using communal electricity is unfair to other residents. In addition, structural alterations to accommodate scooter storage cannot be funded through general service charges, and a mobility scooter is classed as a vehicle, and therefore under the lease must only be kept in designated parking areas.
23. Ms Tigan cross examined Ms Wright seeking her agreement that the mobility scooter could not fit into the lift. Ms Wright said she was unable to give a view on that point. Further, Ms Tigan asked Ms Wright to agree that the fire brigade had confirmed that scooter storage in the lounge was safe. Ms Wright declined to do so. She referred to correspondence sent to Mr Taylor of Remus by Mr Maidment of Hampshire & IoW Fire & Rescue Service [110] (final paragraph) regarding the Service's view on risk.
24. The Tribunal then heard evidence from Mr Cannon, who confirmed his statement [127-190]. He told the Tribunal that the Respondent's mobility scooter had been stored in the communal areas since 2022 and that the managing agents, Remus, have received ongoing complaints from other residents about the scooter's presence. In turn, Remus had asked the caretaker, Christina Holley, to monitor the situation. Ms Holley had confirmed that the scooter continues to be stored in the community room and supplied photographs (at [181-187] inclusive). Mr Cannon also confirmed the detail of the outstanding service charge account relating to the Respondent's flat.
25. Ms Tigan then asked Mr Cannon what knowledge he had of any agreement that had been reached between Ms Tigan and Mr Taylor regarding the possibility of erecting a shed at the block as an alternative store for the scooter. She pointed out that this matter was referred to in the Tribunal's earlier decision [118] at paragraph 7. Mr Cannon said that he had no knowledge of the matter.
26. Mr Erridge then made submissions on behalf of the Applicant. With regard to the matter of service charges, and referring to the lease terms at Clause 1(b) and adding that Service charges budgets and accounts for the period 2022–2025 were dealt with by the statement of James Cannon at [128] with accounts at [132-159] and budgets at [161–163], and copies of service charge invoices sent to the Respondent at [173–177], which were served no later than 17 December 2025 by the Applicant. In his skeleton argument, Mr Erridge had provided a summary of the amounts owing, drawn from Mr Cannon's evidence:

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<b>Period</b>	<b>Demand &amp; Ref.</b>	<b>Demand period</b>	<b>Demand Amount</b>
2022-2023	22 August 2022 [173]	01/03/22-28/02/23	£2,566.87
	31 August 2023 [171] (Balancing)	01/03/22-28/02/23	£319.24
2023-2024	18 July 2023 [169]	01/03/23-31/08/23	£1,340.93
	18 July 2023 [170]	01/09/23-29/02/24	£1,340.93
	9 July 2024 [173] (Balancing)	01/03/23-29/02/24	(£46.09)
2024-2025	28 March 2024 [172]	01/03/24-31/08/24	£1,678.44
	22 July 2024 [174]	01/09/24-28/02/25	£1,678.44
	19 September 2025 [177] (Balancing)	01/03/24-28/02/25	£625.97
2025-2026	30 January 2025 [175]	01/03/25-31/08/25	£1,373.57
	1 August 2025 [176]	01/09/25-28/02/26	£1,373.57
	<b>Total Service Charge Balance</b>		<b>£12,251.87</b>

27. He submitted that the Respondent had not raised any dispute as to the payability or reasonableness of the sums demanded.
28. With regard to the alleged breaches, he referred to Clause 2 of the Lease [53-54] noting that the covenant required compliance with the restrictions in the lease and in particular the restrictions at Part II of Schedule 1 to the Lease, that include the obligations relating to (1) Causing obstruction (at paragraph 12) Parking a vehicle inappropriately (at paragraph 14) and Breach of estate regulations (at paragraph 16).
29. He pointed out to the Tribunal that on 21 August 2023 the Applicant had issued regulations to the Respondent and other lessees in the building pursuant to paragraph 16 Part II of Schedule 1 to the lease that deals with regulations, referring to the statement of Mr Cannon [129] and [178-179]. Those regulations containing the following prohibitions as to [179] *“Bulky Items, personal mobility scooters or similar”* namely that *“no bulky items such as mobility scooters are to be left or stored in the communal areas whatsoever.”* In addition, *“Use of communal electrical supply: Charging of any device in the communal areas requires permission from the scheme manager in advance.”*
30. He added that that the right to use communal areas of Elizabeth Court were, he submitted, governed by covenants within the Lease and rules and regulations as made by the Applicant. This is set out in para 5 of Schedule 2 of the Lease [74] : *“The right (in common with all other persons entitled to the like right) to use the community room, guest room, residents kitchen, laundry and store and the other common facilities (if any) in the building subject to the observance by the tenant of such rules and regulations made at any time and from time to time*

*by the lessor, which the lessor may deem necessary or expedient for the good management of the said community room, guest room, residents kitchen, laundry store or other common facilities”.*

31. He submitted that on the evidence, the Respondent had routinely, and since March 2022 – to the present, stored her mobility scooter in the communal community room and charged it using the communal electricity supply, citing the evidence of Paula Wright at sections 6–15 [96–98]; also of Mr Cannon at sections 6-9 [129-130]; and correspondence sent to the Respondent on 5 October 2022 [103], 12 October 2022 [104], 19 October 2022 [108], Letter of Claim on 14 November 2022 [112], letter enclosing regulations on 21 August 2023 [178] and further solicitor’s letter on 11 February 2025 [125]. He also pointed out the photographs showing the mobility scooter in the community room on 16 July 2025, 22 July 2025, 19 August 2025, 20 August 2025, 1 October 2025, 3 October 2025, 15 October 2025, 18 November 2025 and 3 December 2025 [180-188].
32. He submitted that on the evidence, the Respondent’s actions amounted to the breaches of the lease, namely (1) an obstruction contrary to para 12 of Part II of Schedule 1, that (2) a mobility scooter is a vehicle by reference to s.20(2) of the Chronically Sick and Disabled Persons Act 1970 and thus fell within the definition of “*other vehicle*” under para 14 of Part II of Schedule 1; by leaving the mobility within the community room contrary to the expressed wishes of the Applicant/Remus, the Respondent has parked outside of “*such parking areas as may be provided*” at the block and (3) a breach of estate regulations that prohibit the leaving or storing of a mobility scooter within the communal areas, or the charging of any device within the communal areas without permission.
33. In response and by way of closing submissions, Ms Tigan pointed out that other residents were storing bulky items in the communal lounge in apparent breach of the regulations, namely 2 large chairs. She felt, accordingly, that she was being unfairly discriminated against.
34. In relation to service charges due, Ms Tigan told the Tribunal that she would be happy to pay what she owed but that she had withheld payment only on account of not receiving a breakdown of costs that she said she had requested, but claimed not to have received.
35. Ms Tigan also criticised the managing agents’ approach to dealing with matters, claiming that they had not engaged with her, and that had they engaged then the reference to the Tribunal would have been unnecessary.
36. She added that the imposition of the regulations regarding mobility scooters had occurred after she purchased hers. Further, if the lift were sufficiently large then she would be able and willing to store her scooter in her flat. She noted that the

perceived fire risk only related to storage of the scooter in the communal lounge and not if it were stored in her flat.

37. Ms Tigan also told the Tribunal that she would be willing to pay for a shed in which to store her scooter and had told Remus as much, also asking that a path be provided into the car park.
38. The parties made no further applications and the hearing was concluded.

### **Decision**

39. We thank Mr Erridge of counsel and Ms Tigan for their submissions.
40. The Tribunal has considered the evidence placed before it and the terms of the applications, as well as the applicable law. In relation to each we decide as follows

#### Service Charges

41. The Tribunal understands from Ms Tigan's submissions that she has no complaint with regard to the service charges in terms of their payability and reasonableness and that the reason for non-payment has been due to failure on the part of the managing agents to provide a breakdown in terms acceptable to Ms Tigan.
42. The Tribunal considers that the service charges have been correctly demanded under the terms of the lease and in accordance with the requirements of statute and any failure by the managing agents as alleged does not justify non-payment. Further, the items included in the demands have been correctly incurred and are reasonable in amount. Accordingly, the Tribunal finds that the amounts payable by Ms Tigan for service charges in each of the service charge years in question is as follows:

<b>Period</b>	<b>Amount Owning</b>
2022-2023	£ 2,886.11
2023-2024	£ 2,635.77
2024-2025	£ 3,982.85
2025-2026	£ 2,747.14
<b>Total Service Charge Due</b>	<b>£ 12,251.87</b>

*Breach of Lease*

43. The Tribunal has had regard to the evidence of Ms Wright and Mr Cannon with regard to the alleged breaches, notably the photographs included in Mr Cannon's evidence, and also to the absence of any denial on Ms Tigan's part that the breaches have occurred as particularised – instead she appears to be of a view that she is unable to do other than keep her mobility scooter in the residents' lounge and make use of the electricity supply there to recharge its battery.
  44. We are satisfied on a balance of probabilities that as a matter of fact Ms Tigan was in breach of her lease's terms, as alleged in the Application, in relation to the following matters:
    - a. Obstruction, contrary to paragraph 12 of Part II of Schedule 1 of the lease.
    - b. Parking of a vehicle otherwise than in accordance with the lease's requirement to park vehicles only in such parking areas "as may be provided" contrary to paragraph 14 of Part II of Schedule 1 of the lease.
    - c. Breaching of estate regulations contrary to paragraph 16 of Part II of schedule 1 of the lease.
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**RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.
5. Either party seeking to appeal a decision are referred to form RPPTA.