FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AH/LSC/2025/0794**
Property	**:**	**3 Doble Court, Addington Road, Sanderstead, South Croydon CR2 8RN**
Applicant	**:**	**Christopher Attride**
Representative	**:**	**In person**
Respondent	**:**	**Doble Court Residents Management Company Ltd**
Representative	**:**	**Mr Rowan (counsel)**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Ms S Beckwith MRICS Mr S Mason FRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**4 June 2026**

DECISION

Decisions of the tribunal

(1) The tribunal determines that the demand for £1,623.60 in respect of the 2022/23 service charge year is payable.

(2) The tribunal determines that the demand for £1,785.96 in respect of the 2023/24 service charge year is payable.

(3) The tribunal determines that the demand for £1,785.96 in respect of the 2024/25 service charge year is payable.

(4) The Major Works charges payable by the Applicant are limited to £250, unless and until dispensation under s.20ZA is granted.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the Act") as to the amount of service charges payable by the Applicant in respect of the service charge years 2022/23, 2023/24 and 2024/25.

2. Directions were issued on 4 June 2025 and subsequently amended on 16 June 2025, 23 June 2025 and 26 September 2025.

The hearing

3. A hearing was held on 23 April 2026. It was attended by:

   - Mr Attride, the Applicant
   - Mr Rowan on behalf of the Respondent
   - Mr Dubon, a Director of the Respondent
   - Mr Joyce, the manager of the Property

4. The tribunal had been provided with the following:

   - a bundle of 461 pages
   - a skeleton argument from the Respondent

5. Numbers in square brackets relate to the relevant pages in the bundle. The bundle contained a Scott Schedule [56-65] containing 23 numbered points raised by the Applicant and responded to by the Respondent. The Scott Schedule is the manner in which the Applicant set out their statement of case, together with a statement referencing the relevant lease clauses [67], account statement [68] and their own chart of dates [69].

6. During the hearing, the tribunal heard from Mr Joyce, who had provided a witness statement within the Respondent's evidence [160-163]. He was cross examined by the Applicant and answered questions from the tribunal.

The background

7. The Property which is the subject of this application is a flat within a purpose-built block containing four maisonettes. The block forms part of the wider development Doble Court, which totals 13 residential units.

8. 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.

9. 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 specific provisions of the lease are set out below.

The lease

10. The lease of the Property is dated 14 May 2002 ("the Lease") [420-451]. It is made between Doble Court Residents Management Company Limited and Edna Walls.

11. Clause 10 states:

> *The Lessee hereby covenants with the Lessor and with and for the benefit of the other lessees for the time being of the other flats on the Estate that during the subsistence of the term of this Lease the Lessee will pay to the Lessor a charge for services provided by the Lessor (the Service Charge) calculated and payable in the manner hereinafter appearing.*

12. The services are set out in Schedule 2.

13. In respect of payment, Clause 10.2 outlines the following:

> *10.2.1 Pending determination of the Service Charge the Lessor may before the beginning of any Service Charge Year in respect of which the Service Charge is payable serve on the Lessee a demand for such sum as may be certified by the Lessor or its agents as a fair and reasonable estimate of the Service Charge expected for the year and the Lessee shall pay the sum so demanded ("the interim service charge") by*

equal instalments in advance on 1st April and 1st October in that year.

10.2.2 *As soon as practicable after the end of each Service Charge Year the Lessor shall prepare an account showing the total service expenditure during that year and upon such account being certified by the Accountant it shall be final and binding on the parties as to matters of fact.*

10.2.3 *If in respect of any Service Charge Year the specified percentage of the Service Charge calculated by reference to the account so certified exceeds the interim service charge in respect of that year the Lessor may forthwith serve on the Lessee a demand for the excess which the Lessee shall pay within 21 days and if it is less the overpayment shall be credited against the next half-yearly payment.*

14. Clause 10.3 states:

If on any half-yearly payment due the sum payable on account of the Service Charge has not yet been ascertained the sum payable shall be the same as the last ascertained payment due under this clause and upon ascertainment any excess or overpayment shall be payable within 21 days of demand or credited against the next payment as aforesaid.

15. Clause 14 provides for the service of notices as follows:

All notices required to be served on the lessee under this Lease shall be well and sufficiently served if sent through the post addressed to the Lessee by name or by the general description of "the Lessee" or left upon or at the Demised Premises (here meaning the flat only) and all notices required to be served on the Lessor under this Lease shall be well and sufficiently served if left at or sent through the post by the Recorded Delivery Service at the registered office of or to the last known address of the Lessor.

The issues

16. At the start of the hearing the parties identified the relevant issues for determination as follows:

(i) The payability of service charge demands for 2022/23, 2023/24 and 2024/25

(ii) The payability of costs associated with Major Works

17. There appeared to be some confusion on the part of the Applicant as to what the service charge demands were in relation to. It was clarified during the hearing that all demands related to estimated service charges.

18. Whilst some service charge accounts for the years in dispute have been provided, no balancing demands have been made. The Applicant has only challenged the payability of the estimated service charges, not the reasonableness of any sums.

19. The tribunal agreed to deal with each point on the Scott Schedule in turn. Some points were linked or repeated and these are identified within the determinations below. The following points were conceded during the hearing:

- Points 4/11 – the landlord's address was not given on the demands, therefore it did not comply with S47/48 of the Landlord and Tenant Act 1987. The lack of compliance with S47/48 of the Landlord and Tenant Act 1987 was rectified by notice given in the letter of 29 October 2024 [225] and/or the email of 11 July 2025 [237].
- Point 22 – the Respondent confirmed that the demand of £1,296 in respect of Major Works was not validly served.

20. Other points were not capable of determination by the tribunal. It was explained to the Applicant during the hearing that the jurisdiction of the tribunal was the payability and/or reasonableness of service charges. The Points not capable of determination are summarised as follows:

- Point 7/15 – how S21/22 notices are dealt with is not the jurisdiction of the tribunal.
- Point 8 – this is an accounting issue connected to a settlement agreement and payment made to the Applicant.
- Point 9/17 – unknown fees in respect of Mr Joyce acting as Company Secretary. It was confirmed that Mr Joyce does not charge a fee for acting as Company Secretary, therefore there is nothing for the tribunal to determine.
- Point 14 - the lease specifies service charges are payable upon being certified by a qualified accountant. The issues raised are in relation to estimated service charges not actuals, therefore this point is not relevant to the challenge.
- Point 16 – matters of accounting connected with the balancing service charge are outside the tribunal's jurisdiction.
- Points 18/20 – these are comments related to the fractious relationship between the parties and not a matter capable of determination by the tribunal.

21. It is clear from the correspondence in the bundle that there were significant communication issues between the Applicant and

Respondent. The manner in which the Applicant's emails were written was not always clear and therefore the Respondent/their agent frequently was not able to answer the questions posed. This caused frustration, misunderstandings and hostility. The parties may have been able to resolve the dispute had they attempted to communicate in a more appropriate manner.

22. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the issues within its jurisdiction as follows.

Service charge demand for 2022/23 for £1,623.60

The Applicant's case

23. Points 1 to 6 of the Scott Schedule cover the demand for the service charge for the 2022/23 year. Whilst some of the points on the Scott Schedule are statements, the substantive points raised by the Applicant were:

- Point 1/2 (service) - the demand was not served before or during the 2022/23 service charge year and he only became aware of it in August 2024.
- Point 3 (format) – the demand was labelled Statement of Account so is not a demand.
- Point 5 (identity of those demanding payment) – it is not clear who is demanding payment.
- Point 6 (lease interpretation) – the lease does not permit the service charge demands to be served during the course of the year.

24. The demand is dated 7 April 2022 [217], contains the narrative Service Charge 01/04/22 to 31/03/23 and comes from PM Lettings. It requires payment to Doble Court Residents Management Company.

25. Mr Attride asserts that he never received the demand. He includes correspondence from 28 May 2024 confirming he was not aware of unpaid demands to the Respondent's managing agent [81].

26. He claims he was not sent any reminder until a letter of August 2024 [262] followed by the Letter Before Action of 29 October 2024 from the Respondent's solicitors [224-231]. All other demands have been received by email. His submission is that the demand did not exist. If it had, then he would have been chased.

27. The demand for the 2023/24 Service Charge year [219] did not include any statement of arrears. Mr Attride submits that if there was an overdue

sum for the 2022/23 service charge, then it should and would have been included on this demand.

28. Mr Attride argues that a “Statement of Account” is not a demand and therefore is not payable.

29. He also raises questions about who is sending the demand. The demands state PM Lettings but the solicitors letter refers to Pollard Machin. He also questions the role of Mr Joyce as an individual. He argues that the demand is not clear, because it is not clear who it is from.

30. Mr Attride also submits that the lease does not permit demands to be served during the course of the year to which they apply. The demand is dated 7 April 2022, which is after the commencement of the 2022/23 service charge year. According to the lease, the demand should have been served before 1 April 2022.

<u>The Respondent’s case</u>

31. Mr Joyce confirmed that his office is 150 yards from Doble Court and that he personally served the demands by hand by posting them through each door. He has been doing this since 1995 to all resident owners. Recently his company also utilises emails, but still serves hard copies by hand. Copies of the demands are kept on file in his office.

32. A letter dated 15 August 2024 [262-263] sets out the outstanding demands. The Applicant’s request for copies of these outstanding demands was responded to and copies provided on 14 September 2024 [85].

33. Mr Rowan submits that the demands were deemed served in accordance with the provisions of the lease, Clause 14 [442]. Even if they weren’t, Clause 10 of the lease provides a fall back, whereby the same level of service charge as the previous year is due.

34. Mr Joyce confirmed that the past demands were in the format whereby they were labelled Statement of Account and Service Charge for the year in question [141]. Whilst the demands are made for the entire year, there is an agreement in place with leaseholders (including Mr Attride) that they can pay monthly.

35. Mr Rowan submits that the Applicant’s points about the wording of the demands is semantic and not substantive. The Applicant has received demands in this format over many previous years and is aware of what they relate to and who they come from.

36. Mr Rowan submits that time is not of the essence in respect of the service of demands, therefore there are no consequences if they are served after the beginning of the service charge year. Further the Applicant's statements are contradictory, in that he argues that demands cannot be served before or during a service charge year. Service charge is not a definition in the lease and the only conceivable interpretation is that it is an interim payment on account.

The tribunal's decision

37. The tribunal determines that the demand for £1,623.60 in respect of the 2022/23 service charge year is payable.

Reasons for the tribunal's decision

38. Service – This is the only demand of the three which Mr Attride did not receive until several years later. Whilst Mr Attride may not have received the demand at the time, that does not mean that it was not validly served. Mr Attride confirmed at the hearing that the Property was empty most of the time and he would visit once a week. This is also confirmed in a letter within the bundle [105].

39. The tribunal accepts the evidence of Mr Joyce that the demand was served by hand, which is in accordance with the service requirements of Clause 14 of the Lease.

40. Clause 10.3 of the Lease further provides that the service charge continues to be payable at the level demanded for the previous year, so would have been payable with or without a demand.

41. Format - Whilst the tribunal accepts that there could be improvements to the manner in which the demands were presented (which have subsequently been made), it was clear what they are. Mr Attride has owned the Property and paid service charges for many years. He acknowledged at the hearing that he had previously paid interim service charges on the basis of demands labelled statement of account.

42. Identity of those demanding payment - Mr Joyce has been managing the Property since 1995. The tribunal found it somewhat disingenuous for Mr Attride to claim he does not know who is demanding service charges on behalf of the Respondent, given the copious correspondence he submitted in the bundle, which include Mr Joyce's company name of PM Lettings and a website address of www.pollardmachin.co.uk. Mr Attride knows the identity of the Doble Court Residents Management Company as the entity to which service charges are due and PM Lettings as the managing agent. Both are stated on the demands.

43. Lease interpretation - Clause 10.2.1 of the Lease allows the Respondent to demand interim service charges pending determination of the actual amounts expended by an accountant. The tribunal accepts that the demand was sufficiently clear for the Applicant to know what it related to.

44. Whilst the Lease states that the demand should be made before the beginning of the service charge year, there is no consequence of not serving within that time period. The fact that the demand was made after 1 April 2022 does not invalidate the demand.

Service charge demand for 2023/24 for £1,785.96

45. Points 10 to 15 of the Scott Schedule cover the demand for the service charge for the 2022/23 year. The substantive points raised by Mr Attride were:

- Point 10 (format) - the document is a record of transactions not a bill or invoice.
- Point 12 (identity of those demanding payment) – it is not clear who is demanding payment.
- Point 13 (lease interpretation) – the statement cannot be a valid demand for the following year.

46. The relevant document is dated 28 March 2023 [219-220]. It is headed "Statement of Account" and contains the narrative "Service Charge 01/04/23 to 31/03/24". Payment is stated to be due to Doble Court Residents Management Company. It is accompanied by a Summary of Rights and Obligations.

47. Mr Attride argues that because the words Service Charge are capitalised on the document, under the lease they must be the actuals and only demanded after the end of the service charge year. It is not clear from the invoice that it is an interim service charge and estimate. It is therefore not payable.

48. The Respondent's arguments are as per those at paragraph 35-36 above.

The tribunal's decision

49. The tribunal determines that the demand for £1,785.96 in respect of the 2023/24 service charge year is payable.

Reasons for the tribunal's decision

50. The tribunal's reasons in respect of format (paragraph 41), identity of those demanding payment (paragraph 42) and lease interpretation (paragraph 42-44) are as set out above.

Service charge demand for 2024/25 for £1,785.96

51. Points 18 to 21 of the Scott Schedule cover the demand for the service charge for the 2024/25 year. The substantive points raised by Mr Attride were:

- Point 19/21 (lease interpretation) – no demand for interim or end of year service charge has been served / a service charge demand cannot exist prior to the end of the service charge year.
- Point 23 (identity of those demanding payment) – it is not clear who is demanding payment.

52. Point 18 of the Scott Schedule identifies a total of £3,081.96. This is the Service Charge for 2024/25 and the Major Works demand (dealt with below). In respect of Points 19/21/23 the relevant document is dated 1 April 2024 [221-222]. It is headed "Application for Payment" and contains the narrative "Service Charge 2024/2025". The total amount payable is £1,785.96.

53. Mr Attride submits that the no lease compliant demand has been made, therefore it is not payable. His argument is on the same basis as outlined in paragraph 47 above.

54. The Respondent's arguments are as per those at paragraph 35-36 above.

The tribunal's decision

55. The tribunal determines that the demand for £1,785.96 in respect of the 2024/25 service charge year is payable.

Reasons for the tribunal's decision

56. The tribunal's reasons in respect of identity of those demanding payment (paragraph 42) and lease interpretation (paragraph 43-44) are as set out above.

Major Works cost of £1,296

57. Point 22 of the Scott Schedule relates to the Major Works. The schedule states that there was no consultation prior to the Major Works.

58. During the hearing Mr Attride confirmed that he had received a copy of notices in relation to the Major Works [269-276]. He submitted the following issues with the notice:

- It is not couched in the term "consultation"
- Some of the roof works had already been completed
- There is no provision for the leaseholders to make observations
- The maths is incorrect
- A £3,000 contingency is not permitted
- The two sets of works on the notice are not related (roof and electrical works)
- Some of the works appear to be minor not major

59. The Respondent has admitted that the request for payment made in the Stage 2 notice is not a valid demand for payment.

60. Mr Rowan submits that the challenge in respect of the s.20 consultation raised by the Applicant in the Scott Schedule was not clear. The Applicant stated that no consultation had taken place, but had clearly received the notices, as he had corresponded with the Respondent about them. Mr Attride did not raise any objection to the works when he received the notices.

61. Mr Rowan argues that the consultation has been substantially carried out and the associated costs will be payable once validly demanded.

<u>The tribunal's decision</u>

62. The tribunal determines that the Major Works charges recoverable from the Applicant are limited to £250, however, if the Respondent seeks retrospective dispensation from the tribunal, this amount may change.

<u>Reasons for the tribunal's decision</u>

63. The Respondent has confirmed that the demand for £1,296 was not validly demanded. It will be properly demanded in the future. The Applicant is entitled to a determination as to what is payable should the costs have been incurred and properly demanded.

64. Whilst the Applicant stated that no consultation took place, it is clear that he received the notices and corresponded with the Respondent about them [334, 341-342].

65. Some of the Applicant's arguments suggest that consultation was not actually required for all the works, for example for lower value works already undertaken [292-294].

66. There are some defects in the consultation process, including the lack of call for/summary of observations and demand for payment being made within the Stage 2 notice.

67. The Respondent may seek dispensation from the consultation requirements of s.20 of the Act via a s.20ZA application. Should the tribunal grant dispensation, then the limit on the amount payable by the Applicant will be lifted.

Application under s.20C and refund of fees

68. At the end of the hearing, the Applicant confirmed that he was not seeking a refund of the fees that he had paid in respect of the application/ hearing[1].

69. No application under s.20C was made.

Name: S Beckwith **Date:** 4 June 2026

[1] The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

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).