FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**CAM/22UB/LUS/2025/0001** **CAM/22UB/LSC/2025/0727**
Property	:	**Hawkley House, 24-26 Chapel Street, Billericay CM12 9LU**
Applicants	:	**(1) Hawkley House RTM Company Limited** **(2) Simon John Spinks (Flat 2)**
Respondents	:	**1. Assethold Limited** **2. Matthew George Williams**
Type of application(s)	:	**(1) uncommitted service charges, s.94(3) of the Commonhold and Leasehold Reform Act 2002** **(2) liability to pay service charges**
Tribunal	:	**Judge David Wyatt**
Date	:	**8 June 2026**

DECISION AND FURTHER DIRECTIONS

- **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties and note this on the letter or email.**
- **These directions are formal orders and must be complied with. The parties are referred to the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013 (“the 2013 Rules”).**
- **If the applicant fails to comply with these directions the tribunal may strike out all or part of its case pursuant to rule 9(3)(a) of the 2013 Rules.**
- **If the respondent fails to comply with these directions the tribunal may bar it from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.**

- **Non-compliance could also result in the tribunal making a determination on costs pursuant to rule 13 of the 2013 Rules.**
- **Any application (any request which needs action from the tribunal) must be made as a formal case management application using the relevant application form and as set out in the notes below.**

<u>Decision</u>

CAM/22UB/LSC/2025/0727 (leaseholders of Flat 2)

(1) Assethold Limited ("**Assethold**") is barred from further participation in this case, and the tribunal:

a. determines summarily that no unpaid service charges or administration charges are payable to Assethold by Matthew George Williams (the previous leaseholder of Flat 2);

b. orders that any costs incurred or to be incurred by Assethold in connection with this case are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by Simon John Spinks (the current leaseholder of Flat 2);

c. orders that any liability to pay any administration charge to Assethold in respect of any costs incurred or to be incurred in connection with this case is extinguished;

d. by **26 June 2026** Assethold must pay £114 to Simon John Spinks to reimburse the tribunal application fee they paid.

(2) That disposes of the remaining issues in this case (brought by Mr Spinks, to which Mr Williams was added), so nothing further is required from them.

CAM/22UB/LUS/2025/0001 (RTM company)

(3) The parties must comply with the following directions to enable the tribunal (and Hawkley House RTM Company Limited must prepare the bundle for the hearing) to seek to determine the remaining matters in this case, which are:

a. the amount of any uncommitted service charges which were payable by Assethold to Hawkley House RTM Company Limited (the "**RTM Co**"); and

b. whether to make any order for reimbursement of tribunal fees paid by the RTM Co.

Reasons

(1) The basic background is explained in the decision and further directions given on 7 May 2026. Assethold has not complied with those directions.

CAM/22UB/LSC/2025/0727 (leaseholders of Flat 2)

(2) On 28 May 2026, Mr Gurvits on behalf of Assethold made a case management application to lift the bar imposed earlier (in relation to the issue of whether any charges were payable by Mr Spinks), to "*suspend*" the directions and to request disclosure of "*conveyancing contract*". He said that he had been confused by the directions and without the "*conveyancing documents*" the tribunal cannot know whether the "*debt*" was "*transferred*".

(3) In case the application was intended as a request for permission to appeal, the accompanying decision refuses permission to appeal against the decision to bar Assethold from this aspect of the case, and determine summarily that the disputed charges were not payable by Mr Spinks, for the reasons explained below. For the same reasons, I decline to suspend the directions or order such disclosure.

(4) The directions given on 26 March 2026 did not leave room for confusion. They notified the parties of the video case management hearing fixed for 10:00am on 6 May 2026 and required a case management application if any party could not attend. That was ample notice and no such application was made. The directions required Assethold to by 17 April 2026 produce a statement of case setting out all sums said to be payable by the leaseholder, providing specified details and documents. They warned that if Assethold did not comply the tribunal was "*likely*" to bar them from further participation and determine that none of the alleged arrears were payable by Mr Spinks.

(5) Despite this, and the case management application made by Mr Spinks on 20 April 2026 asking the tribunal to do precisely that, Assethold did not comply and did not attend the hearing on 6 May 2026. The breach was serious and significant, no good reason has been given and it is not in all the circumstances fair or just to delay matters further, particularly in view of the further non-compliance noted below.

(6) The request does not engage with the point noted in the directions of 26 March (and repeated in the decision of 7 May 2026) that as a matter of law it seemed Mr Spinks would not be liable for the alleged arrears, because Assethold seemed to be alleging that the previous tenant (Mr Williams) was before the assignment on 18 August 2025 in completed breach by failing to pay the sum they described as arrears, particularly when the right to manage had been acquired long before, on 26 July 2024. The request might now be suggesting that Mr Spinks might in the sale contract have agreed with Mr Williams to pay any arrears, but there is nothing (in the transfer or other documents produced with his original application by Mr Spinks, or this request from Assethold) to support any

such suggestion. This would be a new suggestion which is inconsistent with the previous assertions that Mr Spinks or his conveyancers had been negligent and does not explain why Mr Spinks would have a liability to Assethold in relation to the alleged arrears. If Assethold are continuing to refuse to send demands to Mr Spinks for new service charges, nothing can be payable by him, but of course the determination does not apply to any new charges in respect of periods since the assignment of the lease to him if these are now demanded.

(7) On 30 May 2026, Mr Spinks made a case management application asking the tribunal to bar Assethold from the remainder of the case and make final summary determinations because Assethold had failed to comply with paragraph 3 of the directions given on 7 May 2026.

(8) Those directions were again clear, requiring Assethold to by 29 May 2026 produce a full breakdown of all arrears said to be owed by Mr Williams, copies of accounts/estimates, demands and details of payments made. They also required, if Assethold disputed the analysis provided with the application made by Mr Spinks of sums due from and paid by Mr Williams (reproduced at pages 54-55 of the CMH bundle produced by Mr Spinks), a schedule (in Excel or other editable electronic format) identifying in the first columns each item and figure disputed, in the next column the amount which Assethold says is correct, and in the next column their reasons, leaving the final column blank for the leaseholders to enter their comments.

(9) It appears Assethold has failed to comply or give any explanation despite the specific warning in the directions that if they did not comply the tribunal was likely to make the relevant summary determinations, despite the experience of that already having happened to them in relation to Mr Spinks, and despite the case management application.

(10) Since nothing has been produced to explain any arguable relevant claim against Mr Williams or dispute the analysis which was said to have shown that all sums payable had been paid up to the time of the assignment, it appears appropriate to under rule 9(3)(a), (7) and (8) of the 2013 Rules bar Assethold from participation in relation to the remaining issues in this case, and make the summary determinations which they were warned would be made if they did not comply, as set out above.

CAM/22UB/LUS/2025/0001 (RTM company)

(11) On 28 May 2026, Assethold produced a statement of case asserting that on 26 July 2024 they were not required to pay any accrued uncommitted service charges because there was a deficit of £35,386.56 on that date. This document is incomplete and largely composed of a repetition of basic legal points noted in the directions. It wrongly states that the asserted figure is supported by accounting records "*set out in the witness statement of [name] filed under direction 5 and the records exhibited to it*". It seems that nothing, other than this brief statement of case, has been produced.

(12) On 29 May 2026, Mr Bazin for the RTM Co made a case management application pointing out the "complete failure" to comply with the substance of the directions given on 7 May 2026, which required a witness statement exhibiting specified records and various other documents to enable determination of the amount of any uncommitted service charges. Mr Bazin suggests the assertion in the statement of case is not credible, referring to previous tribunal decisions about unreasonable service charges in 2021 to 2023. He asks that Assethold be barred - but also forced to comply.

(13) I understand that again there has been no response or explanation from Assethold. I might otherwise have been minded to bar Assethold as requested and invite the RTM Co to produce their own evidence and calculations as provided for in the directions if they wish to pursue this case in the tribunal. However, in view of Mr Bazin's request, I make the following directions to include in effect an unless order and to give the RTM Co a final opportunity to prepare if Assethold again fails to comply and the RTM Co wish to ask the tribunal to make a meaningful summary determination. The RTM company is warned that if Assethold again fails to comply and they do not take this final opportunity to produce their own case and evidence based on the information available to leaseholders, the tribunal may ultimately decide that it cannot determine the amount of any uncommitted service charges. Again, the parties may wish to take legal advice about any other options which may be available to them. This is the last chance for both parties; they must ensure they comply with the following directions.

DIRECTIONS

1. The RTM Co must send copies of these directions to Assethold and their agents to ensure they are received promptly.

Disclosure to RTM company

2. By no later than **3 July 2026** Assethold must provide to the RTM Co:

   (a) either:

   i. for the period from October 2023 to August 2024, all bank statements for the Eagerstates Ltd client account, sort code 20-37-83, account no 00317363 and bank statements for all other accounts holding any sums/investments described in (ii) below; or

   ii. in the witness statement described below, a full explanation of all sums held by or for the Respondent on **26 July 2024** which were paid by way of service charges in respect of the Property (and any investments which represent such sums and any income which has accrued on them), explaining precisely how these have been calculated and exhibiting copies of the accounting information relied upon;

and

(b) a witness statement signed by an appropriate named individual with a statement of truth, giving a full explanation of any sums required to meet costs incurred before **26 July 2024** in connection with the matters for which the service charges were payable, exhibiting evidence of the costs so incurred, and setting out all matters relied upon by the Respondent in relation to the application for an order under section 94 of the 2002 Act, exhibiting copies of any other evidence relied upon;

(c) service charge accounts for the year to September 2023;

(d) copies of all service charge demands and statements for each leaseholder for all service charge periods which include 2023 or 2024;

(e) a statement of case setting out all submissions Assethold relies upon in relation to the amount of uncommitted service charges. In particular, Assethold must set out the facts and legal arguments on which it relies, enclosing copies of any case law which it wishes to rely upon;

(f) any signed **witness statements** of fact upon which the respondent relies (see the notes below); and

(g) **copies** of any other **documents** (such as bank accounts/invoices) upon which the respondent intends to rely.

3. **If the respondent landlord fails to comply with the above direction, they will automatically be barred from further participation** in these proceedings and the tribunal may determine matters against them without any further warning.

Dates to avoid for the hearing

4. The tribunal will consider the remaining application at a hearing at a date and time to be notified, unless determined sooner. The parties' availability will be taken into consideration. The time estimate is one day.

5. By **3 July 2026** all parties must send the tribunal any dates to avoid for the hearing window of **October to December 2026**. If you seek a face to face hearing because you would be unable to participate in a remote (video or telephone) hearing, you must at the same time explain why.

6. After this deadline the tribunal will list the hearing, and if no dates to avoid have been provided, adjournments will only be permitted in exceptional circumstances outside the reasonable control of the parties.

7. That hearing may be face to face or by remote means (telephone or video conferencing). The decision on the form of hearing is for the Judge, but it appears likely that a remote hearing would be appropriate. The parties

should assume that the tribunal will not inspect the property. They should include in their case documents under the following directions any relevant good quality photographs they wish to rely upon.

Case documents from the RTM company

8. By **7 August 2026** the RTM Co must (so far as possible, if Assethold has not complied with the above directions) send to Assethold:

   (a) a statement of case setting out all submissions relied upon in relation to the amount of uncommitted service charges. In particular, the RTM Co must: (a) identify the date, amount and nature of all payments which it says comprise the monies within section 94(2); (b) explain why it challenges any sums said by the respondent to have been committed; and (c) set out the facts and legal arguments on which it relies, enclosing copies of any case law which it wishes to rely upon;

   (b) any signed **witness statements** of fact upon which the respondent relies (see the notes below); and

   (c) **copies** of any other **documents** (such as bank accounts/invoices) upon which the respondent intends to rely.

9. If the RTM Co is, in the event of Assethold failing to comply with the above direction, asking the tribunal to determine summarily an amount payable to them by the Respondent for uncommitted service charges at the sum they say should be inferred from the information available to them in default of disclosure, they must include with the case documents to be provided by the deadline specified above a carefully prepared and self-explanatory witness statement signed by an appropriate named individual setting out their total proposed amount and their calculation based on any service charge monies handed over to the Respondent when they purchased the freehold and the service charge accounting information provided since then (or as appropriate). The tribunal cannot advise, but it appears the Applicants would need to ensure this is based on sums which should actually have been held by the Respondent on the acquisition date (less claimed expenditure and any sums known to have been committed to fund the payment of costs which had already been incurred). It cannot include costs/service charges said to have been overpaid previously, for example.

10. Assethold produce a reply to anything new in those case documents if they send such reply by **21 August 2026** (or if they have failed to comply with the above direction may apply for permission to lift the bar and produce a reply to anything new in those case documents if they send such application and reply by **21 August 2026** with a witness statement setting out any explanation for the earlier non-compliance).

Documents for the hearing/determination

11. The RTM Co shall be responsible for preparing the bundle of relevant documents (in accordance with the annexed guidance) and must send the bundle to the Respondents and the tribunal **no later than 4 September 2026**. They must co-operate with each other to arrange preparation of the bundle.

12. If there is a face to face hearing, the applicant(s) must also bring a hard copy of the bundle (or a suitable device with an electronic copy of the bundle) to the hearing, for witnesses to use.

13. The bundle shall contain copies of:

- the original application with documents enclosed (without duplicating the following);
- all directions given by the tribunal; and
- all relevant documents produced by any party pursuant to these directions which they wish to rely upon.

14. Any application in respect of reimbursement of fees will be dealt with at the hearing and the parties may wish to make written representations on this, or make oral representations at the end of the hearing.

Judge Wyatt **8 June 2026**

Rights of appeal

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).

<u>**GUIDANCE**</u>

APPLICATIONS

Any request for action by the tribunal must be made as a case management application using **Form Order 1**. This includes requests for further directions, interim orders, variation of directions, or (exceptionally) postponement of hearings.

Form Order 1 is available at https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders

You must send a copy of your application to all other parties before submitting it to the tribunal and allow them reasonable time to respond.

When you send the application to the tribunal, the covering email or letter must:

- request at the top that the application be referred to a Judge,
- confirm that all other parties have been copied in, and
- attach any responses, or confirm you received no response.

The tribunal cannot give legal advice and may not be able to respond to general queries.

WITNESSES AND EVIDENCE

Witness statements must:

- identify the full name of the witness, the case name and reference number,
- use numbered paragraphs,
- set out all evidence relied on, and
- end with "**I believe that the facts stated in this witness statement are true**", the signature of the witness and the date.

Witnesses are expected to attend the hearing - either in person or, for remote hearings, from within the United Kingdom - to give evidence (be cross-examined about the evidence in their witness statement) unless their statement is agreed by the other parties.

If you or a witness wish to give evidence from outside the UK at a remote hearing, you must promptly request the **Guidance Note for Parties: Evidence from Abroad** and follow its requirements strictly. Failure to comply is likely to result in the witness being unable to give evidence.

PREPARING BUNDLES

Agreeing the bundle

Parties must agree a single PDF bundle of documents for the hearing.

The party directed to produce the bundle must send a **draft bundle or index** to the other parties in good time. Other parties must promptly confirm whether anything further should be included. The parties must co-operate to agree the contents of the bundle. If exceptionally the parties are unable to agree or produce a digital bundle, they must make a prompt Form Order 1 application (see above), accompanied by the documents in question.

The party directed to produce the bundle must submit the **final bundle** to all parties and to the tribunal by the deadline, either by email or by a secure link requiring only a password. The email subject line must read: "BUNDLE TO SAVE AND SEND TO TRIBUNAL PANEL: [Case reference], [Property address], [Hearing/paper determination listed for [date]]".

Basic contents

The bundle must have an index, be paginated (numbered page by page) and be ordered chronologically as far as possible.

The bundle must only include documents previously exchanged. It should include:

- the application form(s),
- directions and orders from the tribunal,
- statements of case,
- witness statements,
- relevant leases/agreements/reports,
- all other documents required by the tribunal's directions, and
- all other documents relied upon.

Use good-quality copies and colour versions of plans or photographs. Avoid duplicates, irrelevant material, and unnecessary email chains.

Hard copy bundles (if directed)

If hard copies are directed, they must be prepared in the same way and the number of copies directed by the tribunal must be delivered in A4 lever-arch file(s) or with treasury tags, using minimal dividers, and without plastic wallets. A3 documents must be folded for easy reading.

Other evidence

Only documents included in the bundle prepared in accordance with this guidance are likely to be considered at the hearing. Documents must not be submitted piecemeal.

If exceptionally you wish to seek permission to rely on brief video evidence, you must produce it to the other parties with your case documents and make a prompt Form Order 1 application (see above) with a secure link to the video, explaining why this evidence is necessary. If the tribunal gives permission, it is likely to view the video before the hearing.