



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

**Case reference** : **LON/00AD/LSC/2025/0898**

**Property** : **134A, West Street, Erith, Kent DA8 1AN**

**Applicant** : **Orbit Group Limited**

**Representative** : **Mrs Julie Walker Service Charge Team Lead**

**Respondent** : **Graeme McLean**

**Representative** : **In person**

**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** : **Judge Dutton  
Mr D Jagger MRICS Valuer Chair**

**Venue** : **10 Alfred Place, London WC1E 7LR on 15 April 2026**

**Date of decision** : **1 May 2026**

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**DECISION**

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### **Decisions of the tribunal**

- (1) The tribunal determines that the sum of £3,161.12 is payable by the Respondent in respect of the service charges for the years 2020 to May 2024 for the reasons set out below and on the attached Scott Schedule
- (2) No application under s20C was made.
- (3) Since the tribunal has no jurisdiction over county court costs and fees, this matter should now be referred back to the County Court

### **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) as to the amount of service charges payable by the Respondent in respect of the service charge years covering the period 1 January 2020 to 24 May 2024.
2. Proceedings were originally issued in the Civil National Business Centre under claim no. L9QZ99V2. The claim was transferred to this tribunal, and directions were issued on 23 July 2025, initially listing this matter for a hearing on 12 December 2025. However, that hearing could not take place due to, it would appear, failings on both sides, and the case was relisted for hearing on 15 April 2026, when it came before us for determination.

### **The hearing**

3. The Applicant was represented by Mrs Walker, accompanied by Ms Alison Milton at the hearing and the Respondent appeared in person.

### **The background**

4. The property, which is the subject of this application, is a second floor flat in a purpose-built block comprising three rooms, a kitchen and bathroom and parking space. The flat is situated in an “Estate” comprising properties known as 124/152B West Street Erith and 87/93 St Fidelis Road Erith and the Respondent is required to pay 1/36 of the service charges as set out in a lease dated 1 June 1993 made between Orbit Hosing Association (1) and John Vincent Sutton and Donna Clare Holland (2) ((the Lease)
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 Respondent 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 and will be referred to below, where appropriate.

### **The issues**

7. At the start of the hearing the parties identified the relevant issues for determination. They were the payability and/or reasonableness of service charges for the years in dispute:
  - Cleaning, grounds contracts, refuse bins, repairs, estate cleaning, door entry, lighting repairs, management fees and the sinking fund and the apportionment of same on an Estate/Block basis.
8. We were provided with a bundle running to some 754 pages, but we are pleased to say that as a result of a pragmatic approach adopted by both Mrs Walker and Mr McLean the issues became confined and capable of resolution to, it would seem, both sides satisfaction.
9. Much of the problem stemmed from the wrongful apportionment of service charges on an estate wide basis. Mrs Walker accepted that the Applicant had been accounting for service charges on the basis of some 100+ flats forming the Estate, in disregard of the definition as to Estate contained in Mr McLean's lease. Mrs Walker accepted that this would mean that Mr McLean had been incorrectly charged for the period in dispute where Estate charges had been inappropriately claimed.
10. This, it appears, was an issue Mr McLean had been attempting to resolve with the Applicant for some considerable time. There was evidence in the bundle before us of attempts to resolve matters with the Applicant, but these had, in the main proved fruitless. This issue on Estate apportionment having been accepted by Mrs Walker, and the sums offered by Mr McLean being agreed it opened the door to much compromise on both sides for which they deserve plaudits.
11. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.
12. On the attached Scott Schedule we have recorded our findings and the agreements reached between the parties. Going through the Scott Schedule we set out the findings we have made, based on the evidence before us and on the agreement of the parties.
  - (a) Cleaning contract for the first year was waived. Thereafter there is a complaint as to the standard and the attendances. Apparently, the cleaning is an 'in house' service and we were shown

attendance sheets, which in truth provided little information. We were told that the team mop/hoover the common arts, of which there are two and the Estate is inspected every month by the Estate Team Manager and once a quarter an Estate Inspection report is produced, copies of which were included in the bundle. It appears that the report inspection is concluded in 30 minutes. It would seem that this charge is tainted by the Estate error and as agreed with Mrs Walker, the sum offered by Mr McLean is accepted by the Applicant. [see page 170 of the bundle]

- (b) Ad hoc grounds works were not disputed by Mr McLean and accordingly where that item appears in the Schedule the amount sought has been accepted as due.
- (c) Cleaning (Estate Services). As Mrs Walker agreed where Mr Mclean has made an offer for Estate costs, they would be accepted. This obviated the need for the Applicant to go back through the accounts for these years in dispute and to produce fresh accounts to reflect the true nature of Mr McLean's Estate.
- (d) As to Grounds contract Mr McLean accepted the production of invoices from the contractor, something he had been seeking for some time, although made no offer. The costs were based on a long-term agreement for which there had been consultation, it appears that Southern Land Services undertook the garden contract for all the Applicant's properties and did not differentiate between blocks or Estate. The charge was challenged in any event by Mr McLean who offered £20 which we consider reasonable in all the circumstances
- (e) Refuse bin charges. Again, these appear to be the subject of a wider Estate charge than is provided for in Mr McLean's lease. He offered £5. We were told that from Mr McLean's point of view there had been no monitoring and although there were surveillance cameras these did not seem to be reviewed to establish the identity of any culprit as apparently the Applicant was not entitled to view the recordings without police approval. However, the Applicant cannot really be held responsible for the actions of residents on the estate. Doing the best we can we conclude that a charge of £5 pretty nearly reflect a third charge if one accepts that there are circa 100 units on the total estate and Mr McLeans block would seem to comprise approximately 1/3<sup>rd</sup> There is no charge for the emptying as this is carried out by the Council and bulk refuse is a separate matter.
- (f) Bulk waste was £9.95 in the year to March 2022. Mr McLean offered £3. It is unclear to us whether these was confined to Mr McLean's Estate or the wider Estate. We consider on this minor point a compromise at £5 is reasonable.
- (g) Repairs is another element which has fallen foul of the Estate accounting provisions. The schedule produced at page 223 of the bundle shows a number of repairs, not all relating to Mr McLean's estate. Mr McLean was content with a £5 reduction to reflect the Estate issue.
- (h) The door entry repairs were not disputed at the hearing and nor were the electricity charges.

- (i) On the question of emergency lighting and the service contract on production of invoices confirming that these charges were specific to Mr McLean's estate he withdrew and objection.
  - (j) Window cleaning was a charge withdrawn by the Applicants for the period in dispute.
  - (k) There was no dispute to the costs of insurance.
  - (l) On the question of management fees, we heard from Mrs Walker how these were calculated. There was a matrix which incorporated such elements as the inspections conducted, the accounting and preparation of budgets, the recovery of charges, rent accounting and handling enquiries from tenants and leaseholders. The charges were compared with others in the 'market'. Mr McLean had no comparable evidence to put forward although accepted that there was some management. He was the landlord of another property and thought the management charges were higher but could not provide any compelling evidence to support this proposition. Using our own knowledge and experience we find that a charge of £180.48 per annum and the subsequent annual charges were reasonable and should be paid.
  - (m) The penultimate issue was the sinking/reserve fund contribution which were set at £506.40 for each year. We were told that the Capital Delivery and Asset Management team set the amount each year. We understood the sum held in the sinking fund to be just under £170,000 at January this year. This is a fairly modern development and although we support the provisions of a sinking fund, in the absence of any explanation for the amount sought and the consistency of the sum claimed, we find that the sums being collected to be too high. We therefore accept the proposal of the amounts shown in the Scott Schedule as being a reasonable contribution from Mr McLean. This may change as time goes by.
  - (n) Finally for the period to May 2024 utilising Mr McLeans schedule at page 170 onwards it would seem that the total sums claimed were £303.25. Mr McLean offers £170.51 in effect on account, which we will allow but this may be the subject of review when final accounts on a proper basis are produced.
13. The tribunal determines that the amount payable in respect of service charges by Mr McLean is ££3,161.12. Mr McLean has not made any contribution to the service charge account during the period of this dispute, which is a pity as there are items he accepted were due and owing. However, the problems with the accounts clearly need resolving and in confining our decision to these years, and agreements reached between the parties on so many issues we hope that going forward there will be no problems which require them to come back before us in the future.
14. The tribunal has no jurisdiction over county court costs. This matter should now be returned to the County Court from whence it came.

**Name:** Judge Dutton

**Date:** 1 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).