



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

Case Reference	: HAV/29UE/LSC/2025/0709
Property	: Flat 133 The Gateway, Dover, Kent, CT16 1LJ
Applicant	: Jacob Meagher
Representative	: n/a
Respondent	: The Gateway Marine Parade (Dover) Ltd
Representative	: Miss Doliveux of counsel instructed by Knocker & Foskett Solicitors
Type of Application	: Determination of liability to pay and reasonableness of service charges Section 27A Landlord and Tenant Act 1985
Tribunal Member	: Judge D Gethin Ms C Barton MRICS
Date and venue	: 16-17 March 2026, Ashford Tribunal Hearing Centre and 7 April 2026
Date of Decision	: 11 June 2026 Amended on 10 August 2026

AMENDED DECISION

We exercise our powers under Rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to correct various clerical mistakes in the Decision dated 11 June 2026 or to remove the appearance of findings which were not required in reaching our decision. Our amendments are made in bold red type.

Decisions of the Tribunal

- (1) None of the service charges in any of the demands for either the Property or Garage 66 up to and including 17 October 2024 are payable unless and until the Respondent serves on the Applicant demands in respect of those service charges which comply with section 47 of the Landlord and Tenant Act 1987.**
- (2) Subject to (1) above, the following items are payable in full in respect of the Property:**
 - a. *2022/23 Estimate Service Charge – £4,281.48***
 - b. *2023/24 Estimate Service Charge – £5,223.92***
 - c. *2024/25 Estimate Service Charge – £4,193.91***
- (3) Subject to (1) above, the following items are payable in full in respect of Garage 66:**
 - a. *2022/23 Estimate Service Charge – £49.05***
 - b. *2023/24 Estimate Service Charge – £50.11***
 - c. *2024/25 Estimate Service Charge – £49.05***
- (4) The Tribunal determines that the following sums are payable in respect of the Property:**
 - a. *2024/25 Estimate Service Charge – £1,397.97***
- (5) The Tribunal determines that none of the *Administration Charges* demanded are payable.**

The Application

1. The Applicant seeks determination of liability to pay and reasonableness of service charges originally stated as being for the years 1988 to 2025 and beyond [5-26].
2. The application was received on 6 June 2025 and was accompanied by a statement dated 6 June 2025 setting out, at paragraphs 8 to 13, six questions upon which the Applicant seeks a determination [49-51].

3. The Respondent submitted a statement in response to the application dated 16 July 2025 [86-95].
4. Directions were issued on 3 September 2025 listing the application for a case management hearing on 15 October 2025, which took place remotely as directed. It was attended by the same parties and representatives as appeared at the final hearing.
5. It was agreed by the parties that the Property was assigned to the Applicant on 19 April 2022 and registered at HM Land Registry on 20 January 2023 [262-263], and that the Tribunal cannot determine matters prior to the Applicant owning the Property. Hence, the Tribunal is limited to the determination of liability to pay and reasonableness of service charges for the years 2022 and beyond. At the final hearing itself, it was agreed that we would consider the service charges for the Property and Garage 66 for the years 2022/23, 2023/24 and 2024/25.
6. Other limits as to matters which could be determined were also agreed and Directions for the progress of the case to a final hearing were agreed with the parties in attendance. Those Directions [103-110] were, in the main, in the usual terms although with additional provisions for the Respondent to provide, in part by 23 October 2025 and in part by 6 November 2025, various documents.
7. The Applicant raised a number of allegations during the course of these proceedings, including a suggestion of fraud by the Respondent in relation to accounting matters. The Applicant will be aware as a barrister of the professional requirements for advancing an allegation of fraud which he had not met and did not advance at the final hearing. Nevertheless, we are mindful that he is not expert in Landlord & Tenant law, nor is he familiar with the practices and procedures of the Property Chamber, and he was treated as a litigant-in-person notwithstanding his professional experience.
8. The Applicant filed case management applications on 25 November 2025 and 3 December 2025. Judge Dobson dismissed some parts of the applications on 4 December 2025 [114-119] and then dismissed the remainder and issued Directions setting new dates for compliance on 17 December 2025 [126-136] ("Further Directions").
9. The parties subsequently sought to amend the date for the production of the hearing bundle and, by agreement of the parties, for the Respondent to be responsible for doing so. Further Directions to that effect were issued on 24 February 2026 [137-139].

10. A hearing took place on 16 and 17 March 2026 to determine the application. The Respondent provided an electronic bundle of 803 pages. The Tribunal was addressed by Miss Doliveux, Counsel on behalf of the Respondent, and by the Applicant, Mr Meagher.
11. Also, in attendance were Mr Brian Robson, Solicitor for the Respondent, and a number of Directors of the Respondent company including Mrs Heley, as well as Mr Raine, a leaseholder in the Building, and Mr Sommerfelt, Deputy Head of Region – South and Southeast of Anthem Property Management Limited (“Anthem”), with general responsibility for The Gateway.
12. The relevant service charge years for the Property under consideration are y/e 31 March 2023, 31 March 2024 and 31 March 2025. We were provided in the bundle with annual accounts for costs incurred by the Respondent for y/e 31 March 2023 [186-192], y/e 31 March 2024 [193-199] and y/e 31 March 2025 [200-206]. The bundle contained the following demands which were all issued as “*Budgeted Service Charge for 12 Months*” or “*On Account Service Charges*”, i.e. demanded in advance of the landlord incurring expenditure:

Property S/C - Period	Invoice Date	Amount	Page(s)
01/05/2022-31/07/2022	01/05/2022	1,427.16	207
01/08/2022-31/10/2022	01/08/2022	1,427.16	208
01/11/2022-31/01/2023	18/11/2022	1,427.16	209
01/02/2023-30/04/2023	01/02/2023	1,427.16	210
2022/23		4,281.48	
01/05/2023-31/07/2023	27/03/2023	1,305.98	211
01/08/2023-31/10/2023	07/07/2023	1,305.98	212
01/11/2023-31/01/2024	06/10/2023	1,305.98	213
01/02/2024-30/04/2024	09/01/2024	1,305.98	214
2023/24		5,223.92	
01/05/2024-31/07/2024	22/04/2024	1,397.97	215
01/08/2024-31/10/2024	02/09/2024	1,397.97	216
01/11/2024-31/01/2025	10/10/2024	1,397.97	217
01/02/2025-30/04/2025	15/01/2025	1,397.97	218
2024/25		5,591.88	

13. The relevant service charge years for Garage 66 under consideration are 2022/23, 2023/24 and 2024/25. We were provided in the bundle with annual accounts for costs incurred by the Respondent for y/e 31 March 2023 [228-234], y/e 31 March 2024 [235-240] and y/e 31 March 2025 [241-247]. The bundle contained the following demands which all comprised “*Contribution to fund*” or “*Yearly Service Charge in advance*”:

Garage 66 S/C - Period	Invoice Date	Amount	Page(s)
29/06/2022-28/06/2023	29/06/2022	49.05	248
01/04/2023-31/03/2024	18/09/2023	50.11	250
01/04/2024-31/03/2025	22/04/2024	49.05	252

14. We disregarded the ground rent element demanded as part of the Garage 66 demands, as payment of a ground rent does not fall within the jurisdiction of the Tribunal in the case of determination of liability to pay a service charge.
15. Finally, there were demands for administration charges in respect of Late Payment Fees arising out of the Applicant's failure to make any payment towards the service charge demands for the Property or Garage 66 since purchasing the leasehold of both:

Period	Invoice Date	Amount	Page(s)
10/05/2024 re Garage 66	10/05/2024	72.00	251
15/04/2025 re Garage 66	15/04/2025	72.00	256
02/09/2025 re Garage 66	02/09/2025	72.00	258
21/10/2025 re Property	21/10/2025	72.00	221

16. Given the hearing did not finish until 5:04pm on 17 March 2026, the panel re-convened on 7 April 2026 to continue its deliberations. Having issued the adjournment notice, the Applicant filed a case management application on 1 April 2026 seeking to submit late evidence in the form of post-hearing *inter partes* correspondence and a purported standstill agreement. The application was refused. The documents provided were not relevant to the issues to be determined.

The Background

17. The Property is situated within a 9-storey building built in 1959 comprising 221 flats ("the Building"). The Building was originally social housing built by the local authority but, following the transfer of the majority of the leasehold flats into private ownership, the freehold of the Building was transferred to the Respondent, a not-for-profit company, in 2008.
18. The Property is situated on the fourth floor of the Building. The Building comprises 15 individual blocks each with their own separate entrance at ground floor level. Each block has a lift from the ground floor, save for Block 11 in which the Property is situate, where the lift only starts from the first-floor level.

19. Neither party requested an inspection, and the Tribunal did not consider that one was necessary to resolve the matters in dispute.
20. The Applicant purchased the Property on or around 19 April 2022. It is the Applicant's case that certain representations were made to him prior to purchase in respect of installation of a lift from the ground to first floor that would improve the accessibility of the Property. Planning permission for those works, which have yet to take place and it is understood has since expired, was not sought by the Applicant but by another, existing leaseholder. The fact that those works have not taken place is undoubtedly a matter of concern for the Applicant, and this has impacted the parties' relationship, but it is not a relevant matter for which we need to reach a finding.
21. The Applicant also alleged during the hearing that the Property has been the subject of disrepair, and it was intimated that there may be separate litigation brought concerning that. With the agreement of the parties, we make no findings in respect of those matters such that we will not need to consider applying any set-off against the sums demanded, although we do need to consider whether relevant costs concerning the management fee should be limited accordingly if we regard the service not to be of a reasonable standard (s.19(1)(b) of the LTA 1985) because works were unduly delayed or not undertaken.
22. The Property is subject to a long lease dated 21 May 2021 for a term of 199 years from 1 January 2021 ("the Current Lease"). This replaces the original lease dated 30 November 1988 ("the Previous Lease"). The parties have covenanted in the Current Lease to observe and perform a number of terms in the Previous Lease. The Property also includes a ground floor store. The Applicant also holds a separate long lease of Garage 66 which also comprises a current lease that references a previous lease, the dates and terms of which mirror that of the Property.
23. The service charge accounting period runs from 1 April to 31 March. In respect of the Property, the Applicant has covenanted to pay a 0.4749% contribution towards the Respondent's anticipated "*costs expenses and outgoing and matters mentioned in the Fourth Schedule*" in that period representing an equivalent to 1/211th part of such costs (Cl. 4(iii)(a) of the Previous Lease [278]).
24. The Applicant has covenanted to do so by way of four equal instalments that are payable on the 1st day of May, 1st day of August, 1st day of November and 1st day of February (Cl. 4(iii)(b) of the Previous Lease [278]).
25. Cl. 4(iii)(c) of the Previous Lease provides that the Applicant will be debited with any amount underpaid for the accounting period or credited with any

amount overpaid, and that the certificate of the Director of Finance as to any amount due to the Respondent will be final and binding on the parties (Cl. 4(iii)(d) of the Previous Lease [278-279]).

26. The Applicant has separately covenanted to pay an annual sum equal to the costs incurred by the Respondent in keeping the Property insured in an amount equal to the reinstatement value (Cl. 4(ii) of the Previous Lease [278]) alongside the Respondent's costs of effecting and maintaining insurance of the Building (Cl. 5(ii) [280-281] and para. 1 of the Fourth Schedule [290]).
27. The service charge machinery for Garage 66 is similar save that the Applicant's contribution is 1/100th of the Respondent's costs and is to be paid annually on 30 June rather than by way of 4 equal instalments (Cl. 2(n) of the previous lease of Garage 66 [313]). There is a similar provision for payment of insurance (Cl. 2(d) [309-310]).
28. The Applicant has not made any payments towards the service charge account for either the Property or Garage 66 since he moved in, despite accepting that he owes something, albeit he disputes the amount that he owes.

The Issues

29. The Applicant initially summarised the issues in dispute in the Application dated 6 June 2025 in the following terms:
 - (i) *has the Respondent breached ss.20-21 [sic] LTA 1985 regarding the major works and therefore is the Applicant's liability limited to £250?*
 - (ii) *what services were provided and were they provided to a reasonable standard per s.19(1) LTA 1985?*
 - (iii) *what are the proper service charges the Applicant is liable to pay under the Previous Lease per s.27 LTA 1985?*
 - (iv) *can the Applicant claim a rebate for the past improperly charged service charges in the Tribunal or must this be remitted to the County Court?*
 - (v) *does the agreement to install a lift [sic] and refusal to make the entrance accessible form a failure to provide services under the Previous Lease and thereby render the service charge void and unreasonable?*
 - (vi) *can the Tribunal order the Respondent to register the Applicant as a shareholder (per his right as a freeholder [sic]), or must this be remitted to the County Court?*
30. At the Case Management and Dispute Resolution Hearing ("CMDRH") held remotely on 15 October 2025 at which the Applicant and Miss Doliveux on

behalf of the Respondent were in attendance, the Tribunal identified that the “*application would be limited to the determination of liability to pay and reasonableness of service charges for years 2022 and beyond*” [105]. We clarify that to mean a determination of the liability to pay and reasonableness of service charges for years 2022/23, 2023/24 and 2024/25 without meaning disrespect to the Tribunal members before whom the parties appeared at the CMDRH. In doing so, we will have regard to the statutory protections afforded to leaseholders such as s.20C in respect of qualifying works.

31. In a letter dated 6 November 2025 sent by email [637-639], the Respondent’s solicitors had provided the Applicant with a Dropbox containing copies of invoices relating to the costs incurred in the relevant years. However, we should be mindful that all of the invoices in dispute are estimate demands, sometimes referred to as “on account” or interim demands. They represent the costs that the Applicant estimated would be incurred in that year. They are not demands for costs that had actually been incurred in that year.
32. In accordance with the Further Directions, the Applicant provided a Statement of Case dated 23 January 2026, but he did not provide a duly completed Scott Schedule detailing which item(s) were in dispute for each year and instead provided a blank copy of the RICS’ *Appendix E Recommended form of the Scott schedule* which is to be used in disrepair claims. Although he is to be treated as a litigant-in-person in these proceedings, we express our surprise that the Applicant did not realise that this was an entirely inappropriate Scott Schedule for use in these proceedings.
33. It was only at the hearing itself that we were able to properly ascertain which items the Applicant disputed are payable, or on what basis that the costs demanded are unreasonable save that the service charge has increased over the periods in question.
34. Having considered the Hearing Bundle, the late evidence, the Skeleton Arguments from both parties, submissions from both parties, and the oral evidence of the Applicant and Mr Sommerfelt, Mrs Heley and Mr Raine, the Tribunal has made determinations on the matters raised below in *The Applicant’s Case*.

The Relevant Law – Service Charges, Reasonableness and Statutory Leaseholder Protections

35. In accordance with s.27A(3) LTA 1985:

27A Liability to pay 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.*

36. A service charge is defined by s. 18(1) LTA 1985 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.*

37. Section 19 LTA 1985 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.

38. Section 20B LTA 1985 provides a further limitation on service charges in that there is a time limit on when a landlord may make a demand:

20B Limitation of service charges: reasonableness.

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

39. The statutory consultation requirements under section 20 LTA 1985 Act and the regulations made pursuant thereto, namely the Service Charges (Consultation Requirements) (England) Regulations 2003 and specifically Part 2 of Schedule 4 thereto (Consultation requirements for qualifying works for which public notice is not required). These provisions limit recovery to £250 unless the said consultation requirements have been followed or dispensation has been granted.
40. Where a landlord has failed to comply with the consultation requirements, an application may be made to the First-tier Tribunal (FTT) under s.20ZA LTA 1985 for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works and the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements. The Supreme Court decision in *Daejan Investments Ltd v Benson* [2013] UKSC 54 provides that the FTT is effectively directed to consider the prejudice accruing to the tenant(s) by reason of the failure to consult and to grant dispensation on terms reflecting that prejudice by way of a reduction in the amount claimed.
41. Section 21B LTA 1985 entitled 'Notice to accompany demands for service charges', provides that a demand for a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges. Failure to do so entitles a tenant to withhold payment until a proper demand is made. The form of the required notice being prescribed by the Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007, SI 2007/1257.

42. Section 47 of the Landlord and Tenant Act 1987 (“LTA 1987”) requires that any demand must contain the name and address of the landlord. Section 48 LTA 1987 requires the landlord by notice to furnish the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant. In each case the amount demanded is to be treated as not due from the tenant unless and until the relevant information or notice as appropriate has been provided (see the decision in *Beitov v Elliston* [2012] UKUT 133 (LC) confirming that any liability to pay is suspended until compliance with both sections).

The Applicant’s Case

43. The Applicant’s case has over time grown as to the reasons why he is of the view that he should not pay the service charges demanded, although it largely remained lacking in particularity up to and including the hearing.
44. Mindful that he is a litigant-in-person, we applied our discretion generously to allow the Applicant to continue to amend, or at least further particularise, the grounds of the application even at the hearing despite Miss Doliveux’s objections. In doing so, we had regard for rule 3 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”) and the overriding objective to deal with cases fairly and justly. In particular we had regard for:
- (i) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
 - (ii) avoiding unnecessary formality and seeking flexibility in the proceedings;
 - (iii) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings.
45. We were satisfied, given it was a 2-day hearing, that Miss Doliveux would be able to take instructions address us on the further points raised by the Applicant during the hearing, and that it was in the interests of both parties to reach a determinative position to prevent the need for future Tribunal proceedings to determine matters not addressed in this application.
46. The Applicant sought to submit a witness statement dated 12 March 2026 and Exhibits comprising a further 129 pages of evidence. Miss Doliveux did not have a copy in advance and had to take instructions during a suitable break in proceedings. The Respondent was content for the Exhibits to be included but

objected to the contents of the witness statement itself given the last-minute nature and that it continued to raise matters not in issue.

47. The Exhibits were not recent documents, and there was no good reason provided as to why these documents could not have been provided earlier. Some of the Exhibits were already included within the Bundle, whilst others, although undated photographs, were particularly relevant.
48. Again, we were satisfied that since the Applicant could be questioned on the contents of his witness statement, the Respondent would not be significantly prejudiced in admitting the witness statement and exhibits and to do so would allow the case to be dealt with fairly and justly having regards for:
 - (i) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
 - (ii) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings.
49. We consider it serves rule 3(2) to allow the late evidence so as to draw a line under matters and hopefully encourage the parties to move forward in a more constructive manner. Nevertheless, the Applicant should not have expected us to be so generous in admitting such late evidence.
50. Drawing on the Applicant's Skeleton Argument dated 11 March 2026 together with the Applicant's Statement of Case dated 23 January 2026 [27-48] and Applicant's Reply dated 4 March 2026 [78-84], the issues for determination fall under the following headings and we will approach our decision in turn accordingly:
 - (1) whether the Respondent complied with the service charge machinery in the lease, namely:
 - (a) the Respondent has not provided certified service charge accounts in accordance with Cl. 4(iii)(d) of the Previous Lease [278-279];
 - (b) the Respondent has not explained how the charges fall within the matters under the Fourth Schedule of the Previous Lease [289-291];
 - (2) whether the Respondent complied with the statutory notice and accounting requirements governing service charges, namely:
 - (a) the Respondent has failed to comply with s.47 LTA 1987 and ss.20B and 21B LTA 1987;
 - (3) whether the Respondent has proven that the charges were reasonably incurred and reasonable in amount, namely;

- (a) that the costs have purportedly increased from £800 per quarter to £1,600 per quarter;
 - (b) the Respondent has failed to evidence how the costs have been incurred or demonstrated how the service charge is calculated or separated qualifying works from other service charges. In particular, the Applicant submits that the Respondent has failed to evidence the following heads of expenditure or failed to carry out:
 - i) insurance, including Directors & Officers' insurance;
 - ii) inspection, repair or renewal of the Building including pipework, accessible access, storm drains, services and media;
 - iii) repair of the Applicant's balconies or repair of the interior of Block 11;
 - iv) cleaning;
 - v) gardening;
 - vi) compliance with the Equality Act 2010;
 - vii) costs of the managing agent;
 - (c) the service charge demanded uses 'proxy figures' rather than applying a contractual calculation;
 - (d) the Respondent has failed to carry out repairs or maintenance to the Property or Garage 66;
 - (e) the service provided by the management agent is not of a reasonable standard;
 - (f) the Respondent had committed a breach of covenant by allowing or instructing its contractors to trespass on the Property;
- (4) whether the Respondent complied with the consultation requirements under s.20 LTA 1985 for major works, namely:
- (a) that the Respondent failed to comply with the consultation requirements by failing to send relevant notices to the Applicant and, had it done so, the Applicant would have identified alternative contractors to be invited to tender;
 - (b) if the Respondent failed to do so, they should not be permitted to make a retrospective application for dispensation under s.20ZA LTA 1985 at the hearing; and
- (5) that the Respondent is not a genuinely dormant company, namely:
- (a) that it should not be allowed to rely upon the exemption afforded to a dormant company when it comes to accounting requirements under the Companies Act 2006 ("CA 2006") and in particular the requirement to file audited accounts;
 - (b) the Respondent has failed to demonstrate that service charge monies are held on trust and not by the Respondent itself;

- (c) the Respondent is incompetent in that it has been subject of a strike off notice.
51. In addition, the parties agreed that the Applicant's application regarding s.20C LTA 1985 and para. 5A, Sch. 11, Commonhold and Leasehold Reform Act 2002 ("CLRA 2002"), as well as any applications by either party for costs or repayment of fees under r.13 of the 2013 Rules should be made after the Tribunal has provided its decision on the substantive appeal.

The Respondent's Case

52. Drawing on the Respondent's Skeleton Argument dated 10 March 2026 together with the Respondent's Statement of Case dated 18 February 2026 [96-102], the Respondent's position is that:
- (1) dormant residential management companies are capable of collecting and distributing service charges without engaging s.380 CA 2006;
 - (2) the Applicant has failed to provide a completed Scott Schedule detailing which costs he raises issue with or why, or the amount that he would propose be payable;
 - (3) the burden of proof is on the Applicant to show that particular costs or standards of works or services are *prima facie* unreasonable;
 - (4) that in a s.27A LTA 1985 application, there are 3 stages to be considered, namely:
 - (a) are the service charges recoverable as a matter of contract under the terms of the lease(s)? The Applicant submits that:
 - i) company secretarial costs, Directors and Officer's liability insurance, and bank charges are recoverable as costs of management under para.9, Sch.4 to the Previous Lease of the Property [291];
 - ii) bin cleaning, entry systems, pest control, caretaker and petty cash are recoverable pursuant to Cl. 5(iv) and (v) of the Previous Lease of the Property [281-282];
 - iii) building safety costs and co-ordination are recoverable under Cl. 5(iv) [281];
 - (b) if so, are the service charges reasonably incurred and/or works or services of a reasonable standard under s.19 LTA 1985; and
 - (c) are there any other statutory limits on recoverability?
 - (5) there is no condition precedent requiring certification of accounts in the leases;
 - (6) the Applicant was served with relevant notices in respect of major works on or about 8 July 2023 and subsequently on 12 February 2024 or, if necessary, the Respondent will otherwise seek dispensation with

the consultation requirements pursuant to s.20ZA LTA 1985 on the basis that it is reasonable to dispense with the requirements.

The Tribunal's Decision

53. We would preface our decision with the following observations.
54. The relationship between the Applicant on one side, and Mr Sommerfelt and at least some of the directors of the Respondent on the other, has evidently broken down. The Applicant's expectation that a lift would be installed in Block 11, on which we make no finding as to whether he was entitled to such an expectation, had led to a poor foundation for the relationship.
55. Over time, the Applicant alleges that works and repairs were not undertaken to the Property or damage was caused to the Property by the Respondent's contractors. We again make no finding on these matters, at the request of the parties, as there may be separate proceedings brought in the county court regarding that. The Applicant has alleged that the Respondent's contractors has trespassed on his balcony, whilst the Respondent submitted that the Applicant has prevented access to carry out works to the Building's exterior and to repair media cables. The Applicant is of the view that he has been treated by the directors of the Respondent in a manner intended to force him from the Property. Again, we make no finding on that.
56. The above may have led to a degree of ambivalence, and possibly even animosity, towards the Applicant's position both by directors of the Respondent and possibly by other leaseholders. In turn the Applicant has been quick to threaten litigation on numerous fronts, and both parties have become entrenched in their positions over time. It appears that a channel for constructive communication has been the casualty which in our view could have resolved many of the Applicant's concerns. Sadly, in our experience, such disagreements are all too common in the case where the freehold is owned by a resident owned management company and the parties are neighbours as well as opponents.
57. However, although that may be the background to the dispute upon which we must reach a decision, it is generally not relevant unless it relates to or impacts on the standards of works and services that the Respondent is obliged to provide and the Applicant is obliged to contribute towards the costs incurred.
58. It is to be hoped, as was expressed by the parties at the hearing, that the parties will attempt to draw a line under what has gone before and move forward in a more constructive manner and that further litigation, whether before this Tribunal or in the county court, will not be necessary or at least significantly narrowed in scope.

59. Before we turn to the matters raised by the Applicant in the order they were raised in the Applicant's Skeleton Argument, there is a preliminary issue which needs to be addressed.

60. *Application under Rule 17(1)(b) of the 2013 Rules*

61. The Applicant made an application for various directions dated 9 March 2026 including a request that his name should not be included in the published decision of the Tribunal. Without specifically referring to the relevant rule, the Applicant was relying on r.17(1)(b) of the 2013 Rules, namely:

“Prevention of disclosure or publication of documents and information

17.—(1) The Tribunal may make an order prohibiting the disclosure or publication of—

...

(b) any matter likely to lead members of the public to identify any person whom the Tribunal considers should not be identified.”

62. The Applicant explained in the application that the case involves references to personal matters, and that anonymisation would protect sensitive information from being disclosed while allowing the proceedings to continue transparently.

63. We have declined to make any such order under r.17(1)(b). Our reasons are essentially based on the principles of open justice summarised by the Court of Appeal in *R (on the application of Guardian News and Media Ltd) v City of Westminster Magistrates Court* [2012] EWCA Civ 420 §1-4. Open justice is a constitutional principle which has been recognised by the common law since the fall of the Stuart dynasty, and it is not only the individual judge who is open to scrutiny, but the process of justice itself.

64. Rule 17(1)(b) is a derogation from that principle, but it must be exercised in accordance with the same common law rule. We recognise that matters raised in advance of the hearing might interfere with the Applicant's privacy or be the cause of embarrassment, but in fact none were matters that needed to be referred to in this decision as they were not relevant to the issues in dispute. We are therefore not satisfied that the Applicant is a “*person whom the Tribunal considers should not be identified*”, which naming the Applicant as a party to the proceedings would achieve.

Whether the Respondent complied with the service charge machinery in the lease

65. It is the case that some leases provide that service charge accounts, audited or certified by an accountant or some other person as the lease provides, must be provided at some point after the end date of the accounting period. It can also be the case that in some leases, this might be a condition precedent for service of future demands.
66. However, in the present case we find that it is neither a requirement to do so nor a condition precedent for service of a future demand.
67. Cl. 6.2 of the Current Lease and Cl. 4(iii)(d) of the Previous Lease of the Property provides that if the Respondent seeks to demand a further payment from the Applicant, the amount to be demanded must be certified by the Respondent's Director of Finance. Since the freehold was transferred from a local authority to the Respondent, it would no longer be possible for a Director of Finance to certify the additional amount to be paid, but a certified or chartered accountant would be able to fulfil this requirement if necessary.
68. However, for the relevant periods in question the Respondent has only served demands in advance of costs being incurred such that in accordance with Cl. 6.1 of the Current Lease and Cl. 4(iii)(a)-(b) of the Previous Lease of the Property, the Applicant is required to pay those and Cl. 4(iii)(d) of the Previous Lease has no effect on the Applicant's covenant to pay.
69. Whilst we accept that the communication from the Respondent, their managing agent or their solicitors could have been more constructive in helping the Applicant understand at an earlier stage how the charges are calculated and apportioned, it is clearly evident from Cl. 4(iii)(a) of the Previous Lease that the Applicant's contribution to the "*costs expenses and outgoing and matters in the Fourth Schedule*" is 0.4749% (being approximately 1/211th) of the Respondent's costs, and it is to be paid by way of four equal quarterly instalments. In respect of Garage 66, the Applicant's contribution is 1/100th of the Respondent's costs.
70. Although no breakdown of how the annual figure was arrived at was included with the demands themselves, the Respondent was subsequently provided with the service charge accounts for the period, e.g. in 2022/23, expenditure totalled £901,362.74 including £452,425.64 for qualifying works that, in fact, did not take place that year and so that amount was transferred to the Fabric Fund which is the name given for the reserve or sinking fund.
71. The Applicant's contribution to each line item would be the 0.4749% of the total amount for that line item. For example, in 2022/23, the Applicant's

contribution to the qualifying works was £2,148.57 out of a total contribution to be paid in that year of £4,281.48.

72. We are satisfied that the service charge machinery has been complied with notwithstanding the fact that the Respondent could have made this clearer.
73. The above situation is mirrored for Garage 66, albeit the Applicant's contribution is 1/100th of the Respondent's costs and the Applicant is to pay an annual sum rather than by four quarterly instalments.

Whether the Respondent complied with the statutory notice and accounting requirements governing service charges

74. With regard to the demands themselves, Mr Sommerfelt's written evidence in his Second Witness Statement dated 12 December 2025 [166-171] at para. 14(i) was that the service charge demand layout and design changed in October 2022 as Anthem changed client systems, and that each demand was accompanied by the statutorily required Summary of Rights and Obligations. An email from Francis Gomes of Anthem to the Applicant dated 15 July 2025 [580] refers to the inclusion of the Summary Rights and Obligations.
75. The Applicant's evidence was that the Summary of Rights and Obligations were not included with demands, and the copies of demands enclosed in the bundle [207-218] were not so accompanied but we were told by Mr Robson that was simply to minimise the size of the bundle.
76. Any demand for sums due to the landlord of a dwelling must state the name and address of the landlord, s.47(1) LTA 1987. The requirement to provide the landlord's address is not satisfied by providing the address of the landlord's agent. The purpose of the requirement is to enable a tenant to know who the landlord is. In the case of a corporate landlord, the registered office or place where it carries on business ought to be provided, see *Beitov Properties Ltd v Martin* [2012] UKUT 133 (LC); [2012] L. & T.R. 23.
77. The effect of s.47(2) LTA 1987 is suspensory only in that any service charge or administration charge is treated as not being due from the tenant to the landlord "*at any time before the information is furnished by the landlord by notice given to the tenant*". Where the landlord has not complied, all that is required is for a notice to be given to the tenant informing it of the name of the landlord and of its address. As a landlord may give a valid notice at any time, the failure to serve a demand that complies with Landlord and Tenant Act 1987 s.47 does not prevent a tribunal from determining whether the sums demanded are otherwise payable.

78. For all demands up to and inclusive of 10 October 2024 [207-217] the address of the managing agent at the time was given. After this date, demands gave the Respondent's registered office address. The same applies to the Garage 66 invoices up to and including 17 October 2024 [248-255]. The amounts demanded in those invoices do not fall due until notice is given to the Applicant informing it of the name of the Respondent and its address.
79. We prefer Mr Sommerfelt's evidence, together with the email from Ms Gomes [580] to that of the Applicant and find that demands were served with the requisite Summary of Rights and Obligations.
80. However, failure to comply with s.21B LTA 1985 would be suspensory only, and in light of our finding that demands up to and including 17 October 2024 did not comply with s.47 LTA 1987 this question is nugatory for those demands.
81. The Respondent may wish to re-issue the impacted demands for both the Property and Garage 66 including the Respondent's name and address and the address for service of any notices together with a Summary of Rights and Obligations to perfect the situation at which point the sums will fall due.
82. After lunch on 16 March 2026, the Applicant sought to raise the Court of Appeal decision in *No. 1 West India Quay (Residential) Ltd v East Tower Apartments Ltd* [2021] EWCA Civ 1119 §§30-42 as to whether failure to serve a contractually valid demand stops time running under s.20B(1) LTA 1985.
83. There might be force in that argument if the demands under consideration were demands after the event for costs actually incurred, but the provisions of s.20B LTA 1985 are not engaged as all the demands under consideration were raised in advance of the costs being incurred. Only if the Respondent sought to demand further payment after the end of the relevant accounting period, would s.20B LTA 1985 be engaged.
84. We note that it is now the practice of the Respondent's instructed accountants that at paragraph 7 of the service charge accounts for y/e 31 March 2024 [193-199] and y/e 31 March 2025 [200-206] there is a statement giving the leaseholder notice of the costs incurred by the Respondent in that accounting period and that the leaseholder will be required to contribute towards those costs.
85. Given we are only considering on account demands, we decline to make a finding as to whether the statement in the service charge accounts satisfies the requirements of s.20B(2) LTA 1985, and the Respondent should seek legal advice on the consequences of its practice.

Whether the Respondent has proven that the charges were reasonably incurred and reasonable in amount

86. The evidence is that the quarterly charges for each year in question were £1,427.16 for 2022/23, £1,305.98 for 2023/24 and £1,397.97 for 2024/25. There was no evidence that the quarterly charges had increased from £800 per quarter in “2021” to £1,600 per quarter subsequently. Even if they had, that is not in itself evidence that the costs would be unreasonable.
87. We are satisfied that the Applicant was provided with the Service Charge Accounts [181-206] for the Property and [223-247] for Garage 66 and so did know or could have calculated using the apportionment figure from the Previous Leases, how costs had been incurred in each of the accounting periods. That said, the Respondent may wish to reflect on whether it could more transparently communicate with its leaseholders when serving demands.
88. Turning to the matters that the Applicant submits the Respondent has failed to evidence how costs were incurred, or that they were not reasonable or that the works or services were not of a reasonable standard we comment as follows.
89. It is regrettable that there was not evidence of the costs that were incurred included in the bundle, although the bundle already exceeded 800 pages such is the broad nature of the application brought before us.
90. However, we are satisfied from the written evidence that the Applicant had been provided with copies of invoices in advance of the hearing via a Dropbox link in the letter from the Respondent’s solicitors dated 6 November 2025 sent to the Applicant by way of email [637-639].
91. By the time of the hearing, the Applicant conceded receiving the invoices and submitted that he would not be pursuing s.19 LTA 1985 further. We stress that whilst invoices may be useful as evidence in hindsight that estimated costs were reasonable, the starting point is that the demands to be determined are on account demands and not demands for costs actually incurred. Although the Applicant said he was no longer disputing that the costs are reasonable in themselves, he submitted that there remained costs for which the lease does not permit recovery by the Respondent or that works and services were not provided.

Insurance

92. Regarding insurance, there was no submission that the cost of the buildings’ insurance was unreasonable. No copies of the insurance policy were included in the bundle, but it is understood that they were provided as part of the information disclosed to the Applicant on 6 November 2025. We note in the

Applicant's witness statement dated 12 March 2026 that he exhibits an email dated 11 July 2022 (p. 11 of the Exhibits and [326]) that refers to an "*attached insurance schedule*". We do not accept the Applicant's submission that the building has ever been uninsured or underinsured such that it would be necessary for him to incur costs separately insuring the Property himself.

93. The Applicant submitted that Directors & Officers' ("D&O") insurance is not permitted under the terms of the lease. The Respondent is a resident owned management company. Whilst RICS has recently issued the 4th edition, the relevant Code of Practice for disputes that took place before 7 April 2026 is the *Service charge residential management Code and additional advice to landlords, leaseholders and agents* 3rd edition ("RICS Code"). Part 12.5 states that:

"When managing on behalf of RMCs, RTM companies or similar, it is prudent for your clients to be covered by directors' and officers' liability insurance. This will be a cost to the company. If the cost is to be recovered as a service charge item, you should have regard to the terms of the lease."

94. We are satisfied that it is prudent for D&O insurance to be in place and that the costs of placing such insurance falls within the Respondent's costs of management (para. 9 of the Fourth Schedule [291]).

Repairs to the Building or Property

95. Photographic evidence of the Building and the estate was not provided to the Tribunal until the Applicant's witness statement dated 12 March 2026. We concluded that it did not support the Applicant's submission that works have not been carried out to the Building or the estate or that works were not of a reasonable standard. The Applicant certainly did not evidence that he was paying for works that had not been done.
96. There is the matter of a communal soil pipe which is located within the bathroom of the Property. It is a metal pipe which has over the years corroded and become perforated leading to emanating odours. Mr Sommerfelt explained that because of the breakdown in the parties' relationship, he had not instructed contractors to attempt a repair but had emailed the Applicant on 24 April 2024 [372-374] giving permission for the Applicant to instruct his own contractors, Fairfox, to carry out the repair with Fairfox then invoicing the Respondent. There was no evidence that the Applicant had had to bear those costs of the repair himself. The Applicant's evidence is that the repair attempted by his own contractors had subsequently failed.
97. All we can usefully say is that it appears that a further repair needs to be undertaken and we would encourage the parties to work together to achieve a

resolution. There is no evidence that the costs incurred to date fall within the sums demanded on account by the Applicant.

98. Turning to the repair of the Applicant's balcony, we accept that the glass has been damaged and that there is corrosion of the balcony metalwork (Exhibits M10 and M11 to the Applicant's witness statement dated 12 March 2026). There was evidence from the correspondence between the parties and their representatives or the managing agent that attempts had been made to access the balcony or to confirm the type of glass to be used in the replacement.
99. The Applicant's position regarding access to allow the works to be carried out was regrettably inconsistent. Sometimes the Applicant sought in strident terms that the works be done particularly as these are works at height and scaffolding was in place for part of the period in which he sought the works be carried out, at other times threatening proceedings for trespass if contractors came on to his balcony. Dates were offered to carry out the works, and whilst we accept sometimes with little or no notice, there was also evidence that access was sought 2 weeks in advance. In response the Applicant demanded a solicitor's undertaking that no damage would be caused which we do not consider to be a reasonable undertaking to seek. The Applicant then went on to withhold permission to access at all [452-457, 491-493, 499, 502, 505, 581].
100. We deliberately make no findings as to periods when access was afforded or rescinded, as the question of access may be relevant to any separate proceedings brought in disrepair, but we do not find that the Respondent has acted unreasonably given the Applicant's changing position over many months. Again, we encourage the parties to work together to allow the works which are necessary to be carried out.

Trespass to the Property and Access

101. As to the submissions that the Respondent, or its managing agent, instructed or encouraged its contractors to trespass on the Applicant's balcony, we accept that on occasion access was sought at short notice. Scaffolding was erected for the purpose of re-pointing the exterior of Block 11 ~~and, regrettably, the Applicant proved obstructive over many months in allowing but it did not prove possible over a period of many months to arrange~~ access "at all reasonable times on notice" in accordance with Clause 4(vi) of the Previous Lease [279-280].
102. ~~The consequence of the Applicant's conduct~~ **A consequence of not securing access before the scaffolding was struck** was that the mortar below the balcony of the flat above the Property was not renewed increasing the risk of water penetration, and this will result in further costs being incurred once ~~the Applicant does allow these access is arranged which allows~~

~~the~~ works at height to be undertaken ~~as the scaffolding has since been struck~~. Not ~~allowing securing~~ access also led to a delay in inspecting and repairing or renewing as necessary the aerial cabling that passed the Applicant's flat and connected to a neighbouring flat resulting in a prolonged period of loss of TV signal. We invite the Applicant to reflect on ~~his own conduct and~~ the impact ~~it this~~ has had on his neighbours, notwithstanding any grievance he may have with the Respondent and its managing agent.

Cleaning and caretaking

103. With regards to cleaning, it transpired that the Applicant's concern was whether the costs of caretaking are permitted under the terms of the lease. We were not asked to consider the specific duties of the caretaker, but we are satisfied that such duties could reasonably include minor responsive repairs, overseeing contractors coming onto the estate, and ensuring the grounds are safe and secure, particularly during the period where scaffolding was erected allowing access to leaseholders' homes including at height. We find that such matters can fall within paragraphs 2-6 and 9 of the Fourth Schedule of the Previous Lease [290-291]. We also had regard for the fact that, as an example, the budgeted amount for a caretaker in 2024/25 was £35,500 of which the Applicant's contribution would be £168.25 in that accounting period. We find this is reasonable having regard for the size of the Building.
104. We were not taken to any evidence of outstanding repairs within Block 11 or of the Building generally, or evidence of a poor standard of *Cleaning* or poor standard of *Gardens – Communal* each of which fall under paragraphs 2-4, 5 and 6 respectively.

Equality Act 2010

105. The Applicant submits that the Respondent, or its agent, has breached the Equality Act 2010 by discriminating, harassing, or victimising the Applicant as a result of a protected characteristic. That is not a matter that falls within our jurisdiction, save to the extent that it would be arguable that if shown that a managing agent had engaged in such behaviour, the managing agent would not have provided a service of a reasonable standard.
106. We recognise that the Applicant has felt frustrated by the alleged (in)actions of the Respondent and its managing agent since the ground floor lift in Block 11 has yet to be installed. Our understanding is that the original planning permission expired, applied for by another leaseholder prior to the Applicant purchasing the Property, before the works were commenced, but the evidence is that planning permission has been applied for again as it was referred to in the Respondent's minutes following the meeting on 22 January 2026 (Exhibit M27

to the Applicant's witness statement dated 12 March 2026). We make no further finding.

Management Fees

107. Although the Applicant had conceded s.19 LTA 1985 early in the hearing, the Applicant went on to submit that the costs of the managing agent are generally too high and that the service is not of a reasonable standard. We note that the managing agent's fee represents less than 5% of the overall costs demanded. That does not mean the cost is automatically reasonable, but it is commonplace for a managing agent's fee to be 10-15% of the overall costs.
108. As to the standard of the service, we were not satisfied based on the written and oral evidence that the service provided by Mr Sommerfelt and his colleagues was not of a reasonable standard. Mr Sommerfelt has been engaged in difficult circumstances and the Applicant's repeated change of position and concerns raised on numerous fronts resulting in repeated threats of litigation has undoubtedly increased the time Mr Sommerfelt will have spent on the Building, and the need for increased communication and engagement by Mr Sommerfelt with the Respondent.
109. The Applicant went on to query the relationship between Anthem and other contractors employed to carry out services that fall under the Company Secretary Fee, Certification Fee and Accountancy Fee. Taken together the Applicant's contribution towards such fees is less than £10 per annum. Again, in our view the amounts are reasonably incurred and reasonable in amount.

Proxy figures

110. With respect to the use of 'proxy figures', the evidence is that the Respondent consistently sets a budget at the start of the accounting period which broadly mirrors the costs that are actually incurred in that accounting period. We find that the Respondent cannot be faulted for doing so. The consequence is that the Respondent has not needed to demand further monies after the accounting period has ended, and it has managed to maintain a health reserve fund whilst doing so as to minimise any unexpected shocks arising from qualifying works when undertaken. It is also incorrect to say that the contractual calculation is not applied; the Applicant's contribution remains 1/211th but that is applied to the total amount budgeted as necessary to cover the costs in the proceeding period.

Professional Fees

111. The Applicant disputed the £9,000 in Professional Fees which appeared as an actual cost incurred in the y/e 31 March 2025 accounts [203]. That is not a

matter which we can consider since Professional Fees was not a line item in the Budget breakdowns for which the Applicant has been asked to contribute to.

Garage 66

112. With regards to the submission that the Respondent has failed to carry out works to Garage 66, the Applicant submitted that the managing agent had collated the details of the garage owners and proceeded to paint the garage doors of neighbouring garages whilst deliberately failing to paint the Applicant's garage door. The Applicant relies on photographic evidence found at Exhibits M9 and M19-M20 to his witness statement dated 12 March 2026.
113. Mr Sommerfelt said that the managing agent had not instructed contractors to paint garage doors. He accepted that some leaseholders had come together to arrange the same. The exhibits, which were undated, simply show that Garage 29-33 had recently painted garage doors in the same colour, whilst Garage 66 and at least 3 other neighbouring garages had not been. We find that the Applicant was not singled out and that any painting of garage doors was undertaken by a group of some leaseholders who agreed to paint their doors in matching paint, and which did not result in all garage doors being painted.
114. In any event, the Applicant had not had regard for the fact that in accordance with Clause 2(e) of the Previous Lease of Garage 66 [310], he had covenanted *"to paint in every third year of the said term... in a proper and workmanlike manner the parts of the door of the said premises..."* Quite simply, the works that the Applicant submits the Respondent had failed to do, and to do so deliberately marking him out for differential treatment, was not a matter for which the Respondent had any responsibility to do.
115. The Applicant also submitted that the drain outside Garage 66 was prone to becoming blocked resulting in flooding. We accept there is evidence of a light accumulation of detritus and mossy growth in front of Garage 66 [Exhibit M9] but we do **not** accept the submission that the Respondent or its managing agent has deliberately excluded this area from being jet washed.

In summary

116. We are not being asked to consider whether the actual costs incurred are themselves unreasonable, but whether the sums in the on account demands are. We find that they are subject to what is recorded below regarding the Company Secretary Fee.

Whether the Respondent complied with the consultation requirements under s.20 LTA 1985 for qualifying works

117. The Applicant submits that he was not sent consultation notices “*concerning the external redecoration to Blocks 11-13 and any necessary ancillary works*” and was therefore prejudiced in that he did not have the opportunity to nominate a contractor to be invited to tender for the works.
118. The Respondent submits that relevant notices and covering notices were served upon the Applicant. The Respondent, or its managing agent, did not keep copies of the notices purportedly sent to the Applicant. Instead, the Respondent relies upon copies of the template notices, cover letters and enclosures, email instructing Intelliprint to prepare a mail merge, together with the metadata providing details of when the documents were prepared and addressed to the Applicant [737-744]. In our experience it is not an unusual practice not to keep copies of the actual documents as sent.
119. Mr Raine had provided a witness statement dated 11 February 2026 with exhibits [154-163] comprising:
- (i) a letter addressed to Mr & Mrs K R Raine at an address with postcode CT16 1LQ from Fell Reynolds dated 3 July 2023 and co-signed by Mr Sommerfelt;
 - (ii) a Notice of Intention dated 3 July 2023 with accompanying notes addressed to Mr & Mrs K R Raine at the same address;
 - (iii) a letter addressed to Mr & Mrs K R Raine at the same address from Anthem Management dated 8 February 2024 and co-signed by Mr Sommerfelt;
 - (iv) a Statement of Estimates dated 6 February 2024 with accompanying notes addressed to “*Leasehold*” at “*Leasehold*”; and
 - (v) Schedule of quotes.
120. Mr Raine also gave oral evidence to that effect. We found Mr Raine to be a credible witness and have no doubt that the exhibits to his statement were received as described.
121. Mrs Heley had also provided a second witness statement dated 17 February 2026 enclosing the letter addressed to herself dated 3 July 2023 at an address with postcode CT16 1LL and the Notice of Intention dated 3 July 2023 with accompanying notes addressed to herself at the same address [147-153]. She had not kept a copy of the Statement of Estimates and enclosures.
122. As for the Applicant, we find that similar letters and enclosures were sent in the post at the same time as for Mr Raine and Mrs Heley. Those letters were addressed to the Applicant at Flat 133, The Gateway, Marine Parade, Dover, Kent CT16 1LQ.

123. The Applicant says that he did not receive those letters. We did not find the Applicant to be a consistent and persuasive witness throughout the proceedings, and we were not satisfied that on the strength of his oral evidence he had not received these notices.
124. We are satisfied that the evidence shows that the Applicant was not residing at the Property at all times during the period when both letters were sent. We had regard for the fact that the wrong postcode was included on the covering letters. It should be CT16 1LJ not CT16 1LQ. Given the size of the Building, the flats are covered by 5 different postcodes.
125. However, all demands sent to the Applicant were sent to CT16 1LQ and the Applicant did not submit that he had not received the demands. Indeed, he did not raise the fact that the wrong postcode had been used on correspondence and notices. On the balance of probabilities, and notwithstanding the wrong postcode was included, we are satisfied that these notices were served on the Applicant and that on the balance of probabilities they were received.
126. Statement of Estimates were addressed to “*Leaseholder*” instead of a named leaseholder, of “*Leaseholder*” rather than giving the address of the flat, but it did say that the notice was in respect of “*The Gateway, Marine Parade, CT16 1LQ*”. The Statement of Estimates was a notice sent under cover of a separate letter addressed to the Applicant.
127. We consider the failure to specify the tenant’s name and address on the Statement of Estimates to be a “*small and apparently insignificant defect*” which, following the approach in *Triplerose Ltd v Mill House RTM Co Ltd* [2016] L&TR 23 §25 and *A1 Properties (Sunderland) Ltd v Tudor Studios RTM Company Ltd* [2024] UKSC 27, is capable of rendering the notice voidable rather than void. We find that a person receiving the Statement of Estimates under cover of a letter addressed to them would know, or be expected to know, that the Statement of Estimates related to the Building and was intended for the person the letter was addressed to.
128. We find that both notices were valid and both were sent to and received by the Applicant. If we are wrong on that, the Respondent submits it could make an application for dispensation from the consultation requirements under s.20ZA LTA 1985 whilst the Applicant submits that the Respondent is not permitted to do so as it had not pleaded it would consider making an application until the Respondent’s Skeleton Argument dated 10 March 2026.
129. In fact, we have found that it is not necessary to make any such application. An application for dispensation can be made retrospectively and if we had decided to allow an application to be made, the Applicant would have been entitled to

argue that any grant of dispensation should be on conditions that have regard for the prejudice that he has suffered as a result.

130. The Applicant submitted that he would argue that he had lost the opportunity to name a contractor, most likely the contractor who had been undertaking works to the Property, as a result of which the Respondent would then need to consider inviting that nominated contractor to tender for the qualifying works. We accept that the Applicant had not properly prepared for such an application being made, but there is no evidence to suggest that he would have identified a contractor that would have sought to be invited to tender, and given five companies chose to tender [740-743], there cannot be any certainty that it would have resulted in a cheaper tender or that the nominated contractor would have been chosen in any event given the works to Blocks 11-13 took place part way through the external redecoration of the Building.
131. We find that it is therefore likely that any application for dispensation from the consultation requirements, if we had allowed one to be made, would have succeeded and been made on terms without conditions because the Applicant would have failed to demonstrate any prejudice suffered.
132. The Applicant went on to further submit that there should be delineation between what are the costs of qualifying works and what are annual service charges. The costs of qualifying works are relevant costs for the purposes of s.18 LTA 1985; qualifying works are merely a species of service charge. There is no statutory distinction between the two, albeit there are additional statutory protections with regards the costs of qualifying works.
133. Whilst we have made findings above, we return again to the fact that we are only dealing with on account, sometimes referred to as interim or estimate, demands. In *23 Dollis Avenue (1998) Ltd v Vejdani* [2016] UKUT 365 (LC), it was held that the limitation in s.20 LTA 1985 to the contribution payable by the tenant is only referable to costs incurred by the landlord in carrying out the work rather than in respect of work to be carried out in the future.
134. Therefore, if we are wrong to find that:
 - (i) the notices were served on the Applicant, or
 - (ii) if the notices were not served, that an application for dispensation from the consultation requirements was likely to succeed and should not have conditions imposed which might limit the amount to be recoverable from leaseholders,

then, in the alternative, we find that it was not necessary for there to have been any valid consultation process before an on account demand was issued seeking

a contribution to the *Reserve Fund – Major Works* or *Fabric Fund* even where that fund is later used to defray those costs in the future.

135. Notably, in none of the Budgets [189, 196, and 203] had there been a specific contribution towards Major Works sought.
136. We have sympathy for the Applicant's position whereby the Respondent's practice of only serving on account demands and not sending an 'end of year' account or statement or demand does not allow the tenant to see how the monies have been deployed as clearly as it might otherwise do.
137. The Respondent may wish to review its practices to promote greater transparency as to how monies demanded are used. Provisions of the Leasehold and Freehold Reform Act 2024 which are not yet in force may address that concern in the future, but it does not add anything to the questions which we must decide; whether the on account demands for 2022/23, 2023/24 and 2024/25 are payable by the Applicant and are the sums so demanded reasonable.

Whether the Respondent is a genuinely dormant company

138. The status of the Respondent under the Companies Act 2006 and whether it should be allowed to rely upon the exemption afforded to a dormant company when it comes to accounting requirements is not a matter which falls within our jurisdiction.
139. All we can usefully say is that it is not an uncommon practice for resident owned management companies which hold the freehold but hold no other meaningful assets, to avail themselves of the benefits of being recorded as a dormant company.
140. As to the submission that the Respondent has failed to demonstrate that service charge monies are held on trust, paragraph 2 of the service charge accounts [191, 198, 205] give the name and address of the branch at which the monies are held in trust and in the y/e 31 March 2025 goes further and gives the account name and account numbers for the Service Charge Account and Reserve Account which are held separately. It may be the case that the Respondent or its solicitors could have provided this information in more fulsome detail at an earlier stage, but there is no merit to the Applicant's submission.
141. Finally, as to the submission that the Respondent is incompetent because a strike off notice had been issued, in our experience minor breaches of submission deadlines are not uncommon at Companies House ~~and a quick check of the Companies House website during a lunch adjournment~~

~~showed the notice was issued on 28 October 2025~~ and the strike-off action was discontinued on 1 November 2025 [171] following submission of the Confirmation Statement on 30 October 2025 [66]. The Applicant did not evidence any prejudice to the tenants had resulted. This submission is sadly illustrative of the Applicant's combative and unproductive approach. A minor oversight is not evidence of incompetence.

142. Mr Sommerfelt gave evidence that Anthem had taken action as a result and agreed to reimburse the Company Secretary Fee for 2025/26. We therefore make no adjustment to the sums payable under the demands issued, **noting nothing in any event** that the reimbursement would, in any event, have only reduced the Applicant's contribution by £3.08.

Administration Charges

143. The Applicant has covenanted under Cl. 2(iv) of the Previous Lease of the Property:

"To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court"

144. The Applicant has covenanted in the same terms under Cl. 2(l) of the Previous Lease of Garage 66.
145. Since we have found that only one of the demands under consideration currently falls due to be paid, namely the demand dated 15 January 2025 in respect of the Property, we go on to find that none of the demands for administration charges in respect of costs incurred as a result of non-payment are payable.
146. For future reference, we would note that where a tenant pays the sums demanded but makes clear that they are making the payment under protest and that they do not admit the sums are payable, then they preserve their right to bring an application before the Tribunal. It was open to the Applicant to have paid some or all of the service charges since he purchased the Property and he chose not to do so.

Applications under s.20C LTA 1985, Para.5A Sch.11 CLRA 2002, and r.13 including Refund of Fees and Parties' Costs

147. The Applicant has applied for an order under s.20C LTA 1985 and under para.5A Sch.11 CLRA 2002 preventing the Respondent from recovering any of its legal costs of these proceedings either as a service charge or as an administration charge. The Applicant has also sought reimbursement of his application and hearing fee under r.13(2) of the 2013 Rules as well as indicating on several occasions as part of case management applications, that he would seek his costs from the Respondent under r.13(1)(b).
148. Miss Doliveux on behalf of the Respondent reserved the position of the Respondent to make an application under r.13(1)(b).
149. At the hearing, both parties agreed to defer pursuing their respective applications until our decision was issued.
150. If the parties wish to continue or make further applications regarding costs they are entitled to do so, but we would urge both parties to reflect on their conduct to date, to act proportionately and we make the following observations to assist them if they still wish to do so.
151. The Applicant has succeeded in his appeal but in an extremely limited way. None of the administration charge demands are payable, and whilst all but one of the service charge demands do not presently fall due, we have made no deductions to the amounts that will be payable once the requirements of s.47 LTA 1987 and s.21B LTA 1985 have been complied with.
152. Given the tenant brought the application, it cannot be said that the costs of these proceedings have been incurred “*for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925*”.
153. As to any application brought by either party under r.13(1)(b) we would draw the parties’ attention to the decision in *Lea & Ors v GP Ilfracombe Management Company Limited* [2024] EWCA Civ 1241, the Court of Appeal approved and followed the decisions in *Ridehalgh v Horsefield & Anr* [1994] Ch 205 (“*Ridehalgh*”) and *Willow Court Management Company Ltd v Mrs Ratna Alexander* [2016] UKUT (LC) (“*Willow Court*”).
154. Firstly, neither *Ridehalgh* nor *Willow Court* decided that unreasonable conduct must involve vexatious conduct or harassment. Secondly, that deciding whether or not there has been unreasonable conduct, and if so, whether an adverse order for costs should be made, is a fact-specific exercise. Although sufficient guidance in respect of r.13(1)(b) had been set out in *Ridehalgh* and *Willow*

Court, a good practical rule is for the Tribunal to ask: would a reasonable person acting reasonably have acted in this way? Is there a reasonable explanation for the conduct in issue?

155. Even where there has been unreasonable conduct such that the threshold for making an order has been crossed, then in accordance with *Willow Court* §28:

“A discretionary power is then engaged and the decision maker moves to a second stage of the inquiry. At that second stage it is essential for the tribunal to consider whether, in the light of the unreasonable conduct it has found to have been demonstrated, it ought to make an order for costs or not; it is only if it decides that it should make an order that a third stage is reached when the question is what the terms of that order should be.”

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.
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. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.
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.