



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

Case Reference : **MAN/00CZ/LSC/2025/0601**

Property : **71 Hazel Grove, Cowersley Lane,
Huddersfield, HD7 5TQ**

Applicant : **Anthony Denning**

Respondent : **Linthwaite (Freehold) Management
Company Limited**

**Respondent's
Representative** : **Regent Management Limited**

Type of Application : **Landlord & Tenant Act 1985 – s 27A**
Landlord & Tenant Act 1985 – s 20C
**Commonhold & Leasehold Reform Act
2002 – para 5 sch 11**

Tribunal Members : **Judge Richard M. Dobson-Mason LLB**
: **Mr Aaron Davis MRICS**

Date of Decision : **15 May 2026**

DECISION

- (1) The Tribunal determines that the service charge for the Property: -**
- a. For the service charge year 2014 in the sum of £300 is not payable.**
 - b. For the service charge year 2020 in the sum of £333 in respect of part of the cost of the repair works to the common footpath is not payable.**
 - c. For the service charge year 2022 in the sum of £239.40 is not repayable and has been repaid.**
- (2) The Tribunal makes no determination in relation to the service charge year 2019 in the sum of £1,914, the Applicant confirming that this element of the Application was withdrawn.**
- (3) The Tribunal makes an order under s 20C Landlord and Tenant Act 1985 and para 5A sch 11 Commonhold and Leasehold Reform Act 2002.**

REASONS

Background

1. The Application relates to 71 Hazel Grove, Cowersley Lane, Huddersfield, HD7 5TQ (*“the Property”*).
2. The Applicant is Anthony Denning, the long leaseholder of the Property, being one of 12 leasehold properties which form the freehold title owned by the Respondent, who acquired the freehold in 2007. The leaseholders of the 12 leasehold properties each have one share in the Respondent company.

The application

3. On 7 January 2025, the Applicant made an application for an order under s 27A of the Landlord and Tenant Act 1985 ("*LTA 1985*") for a determination as to the reasonableness and payability of the service charges relating to the Property in relation to the service charge years 2020 to 2024 which totalled £1,942.29 ("*the Application*").
4. The Applicant seeks further orders in respect of s 20C LTA 1985 and para 5A sch 11 Commonhold and Leasehold Reform Act 2002 ("*CLRA 2002*") to restrict the recovery of the costs of the proceedings as service charges and / or administration charges.

The lease

5. The Applicant's interest in the Property is derived from a Lease dated 25 October 2007 between (1) the Applicant and Marie Denning and (2) Linthwaite (E.S.) Housing Association Ltd for a term of 999 years from 25 October 2007 ("*the Lease*").
6. The relevant terms of the Lease are as follows: -
 - a. Pursuant to clause 3(9), the Tenant covenants to pay the Interim Charge and the Service Charge at the times and in the manner provided in the Fourth Schedule, such sums being recoverable in default as rent in arrear.
 - b. Paragraph 1(iii) of the Fourth Schedule defines "the Interim Charge" as such sum (if any) to be paid on account of the Service Charge in respect of each Accounting Period as the Landlord or its Managing Agents shall specify as a fair and reasonable interim payment.

- c. Clause 1(7) defined “Accounting Period” as meaning a period commencing on the First day of January and ending on the thirty-first day of December in any year.
- d. Clause 1(13) defines “the Service Charge” as one twelfth of the “Total Expenditure” as defined in the Fourth Schedule.
- e. Paragraph 1 of the Fourth Schedule defines “Total Expenditure” as the total expenditure reasonably and properly incurred by the Landlord in connection with the Hazel Grove Estate.
- f. Clause 1(10) defines “the Hazel Grove Estate” as meaning the 12 dwellinghouses numbers 51 to 75 odd inclusive Hazel Grove, Linthwaite, Huddersfield aforesaid and the land occupied therewith.
- g. Paragraphs 1–2 of the Fourth Schedule provide for interim payments on account of the Service Charge to be demanded and paid in advance.
- h. Paragraph 5 of the Fourth Schedule provides that, as soon as practicable after each Accounting Period, the Landlord shall serve upon the Tenant a certificate specifying the Total Expenditure, the Interim Charge paid, and the balance of Service Charge due.
- i. Paragraph 4 of the Fourth Schedule provides that any balancing sum becomes payable within 28 days of service of that certificate.
- j. Paragraph 6 of the Fourth Schedule provides that the certificate is conclusive, subject to a limited right of inspection.

The law

- 7. The Tribunal is given jurisdiction to decide the reasonableness and payability of service charges by s 27A LTA 1985 which provides: -

(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.*

8. Subsection 2 provides that the application may be made whether or not any payment has been made by the Applicant.
9. The meaning of the expression “service charge” is set out in s 18(1) LTA 1985, meaning:

“...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 of any part of which varies or may vary according to the relevant costs.*

10. In making any determination under s 27A LTA 1985, the Tribunal must have regard to ss 19(1) & (2) LTA 1985 which state:

- a. 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*

- b. *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.*

- 11. “Relevant Costs” are defined for these purposes by s 18(2) LTA 1985 as:

The costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

- 12. S 20C LTA 1985 provides that the Tribunal may restrict the recoverability of the costs of the proceedings as service charges, where it states: -

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before...the First-tier Tribunal...are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made...

(ba) in the case of proceedings before the First-tier Tribunal, to the tribunal.

(3) The...tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

- 13. Para 5A sch 11 CLRA 2002 mirrors s 20 LTA 1985 above but applies to costs that may be recovered as administration charges, as opposed to service charges.

14. The Tribunal is given jurisdiction to decide the reasonableness and payability of administration charges by s 158 Commonhold and Leasehold Reform Act 2002 (“CLRA 2002”), which provides: -

Schedule 11 (which makes provision about administration charges payable by tenants of dwellings) has effect

15. Para 5 sch 11 CLRA 2002 provides that: -

(1) An application may be made to the appropriate tribunal for a determination whether an administration 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.*

16. Para 2 sch 11 CLRA 2002 states that: -

A variable administration charge is payable only to the extent that the amount of the charge is reasonable

17. The meaning of the expression “administration charge” is set out in para 1 sch 11 CLRA 2002, meaning:

“...an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable-

- (c) in respect of a failure by the tenant to make a payment by the due date or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant, or*
- (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease*

Directions

18. Directions in respect of the Application were made by a Legal Officer on 22 December 2025, amended on 16 January 2026, (*“the Directions”*) requiring, *inter alia*, provision of financial information by the Respondent to the Applicant, followed by sequential filing and service of the parties’ statements of case and evidence in support.
19. By Case Management Note dated 21 April 2026, the Second Applicant, Marie Denning, was removed due to her passing.

The hearing

20. The hearing took place in person on 15 May 2026.
21. The Applicant represented himself. The Respondent was not represented.

The Issues

22. The issues for determination were whether the service charges for the Property the service charge years 2014, 2019, 2020, and 2022 are payable and, if so, whether they are reasonable.

Preliminary application

23. By an Order 1 Application Form dated 9 May 2026, the Respondent made an application to adjourn the hearing on grounds that Mr Hooper would be on holiday out of the country from 14 May 2026 and, as such, he could not attend the hearing. The application enclosed a document labelled “Grounds of application” which the Respondent asked to be considered at the hearing if the application to adjourn was not granted.

24. At the outset of the hearing, the application to adjourn was heard.
25. The Applicant opposed the application to adjourn on the basis that he had rearranged surgery on his eyes to attend the hearing, his son had taken a day off work to bring him to it, and the matter had been going on for long enough.
26. The Tribunal refused the application to adjourn on the grounds that it was satisfied that the Respondent had been notified of the hearing and that it was in the interests of justice to proceed, considering the overriding objective; Rule 34 & 3 of The Tribunal Procedure (First-tier) (Property Chamber) Rules 2013 respectively.
27. It noted that the email informing the parties of the date of the hearing had been sent to the parties on 16 January 2026, yet the application to adjourn had been made 4 months later, on 9 May 2026, just 6 days before the hearing. Furthermore, the Respondent had previously instructed an agent to assist with the Application and previous related applications and had plenty of opportunity to do so on this occasion. It also took into consideration the Applicant's submissions above and the fact that the Respondent had filed and served evidence to be considered if the hearing was to proceed in its absence.

Determination

2014

28. The amount of £300 was in dispute in respect of this service charge year.

The Applicant's submissions

29. The Applicant submitted that a previous Tribunal decision was made in 2015 in case number MAN/00CZ/LSC/2015/0013 which stated at paragraph 63 "The Respondent has not produced a certificate in respect of the charges for 2014. Such a certificate would show if any advance payments had been made by way of an

interim charge. The Applicants are not liable to pay the 2014 service charge until a certificate has been served. The Respondent has not produced evidence that a certificate that a certificate has been served.”

30. By letter dated 20 July 2015, the Applicant wrote to the then directors of the Respondent requesting clarification regarding compliance with that Decision but not reply was received. A further letter was sent on 1 March 2016 to Regent Management Limited, in response to which they confirmed that the correspondence would be forwarded to the directors of the Respondent, however, again no response was received.
31. Despite the absence of any valid demand or certificate, the leaseholders continued to pay the service charge for the year 2014 by standing order.

The Respondent's submissions

32. The Respondent has been aware of the issue for over a decade and has taken no steps to comply with the Decision, thereby meaning that it should be considered irrecoverable and be repaid to the leaseholders or credited to the reserve funds.
33. The Respondent submitted that Mr Hooper did not own his property at the time and so was not a shareholder (or director) of the Respondent. It stated that Mr Hooper does not have a copy of the accounts for service charge year 2014 and this was before Regent Management Limited's appointment. Furthermore, the then directors of the Respondent are no longer involved in the company and do not live there any longer.
34. The cost of obtaining a certificate in respect of the charges for 2014 would likely be more than the amount in dispute, with any such costs to be passed on to the leaseholders, in circumstances where many of the current leaseholders did not own their properties in 2014. It was therefore disproportionate for this sum to be pursued, and any such application should be time barred.

The Applicant's reply

35. The Applicant responded that there had been no service charge demand at the time in question because there was no one in charge of the Respondent company.
36. The Tribunal's Decision in 2015 ruled that the Respondent could not demand this sum until it had issued a certificate, which it had declined to do despite having more than ample opportunity and reminders from the Applicant.
37. The sum of £25 per leaseholder had already been paid by standing order, totalling £300, which ought not to be retained and ought instead to be refunded or credited.

2019

38. The amount of £1,914 was in dispute in respect of this service charge year.

The Applicant's submissions

39. The Applicant submitted that the Respondent's nominal ledger showed that Mr Glenn Bowman, a former director of the Respondent, had received a loan in the above amount, which had been taken from the statutory reserve funds and had not been repaid.
40. The Applicant therefore sought that this amount be repaid.

The Respondent's submissions

41. The Respondent submitted that Mr Bowman had made a loan to the Respondent, which had been repaid, and provided bank statements to that effect along with a letter from Regent Management Limited dated 20 July 2021 confirming the same.

42. The Applicant submitted that he was satisfied with the Respondent's explanation and evidence and therefore withdrew this part of the Application.

2020

43. The amount of £333 was in dispute in respect of this service charge year.

The Applicant's submissions

44. The Applicant submitted that a charge of £1,900 had been incurred for repairs to a common footpath along the car park, but that 1/6 of the area of the repaired section belongs to 61 Hazel Grove which is owned by the abovementioned Mr Bowman.
45. The Applicant therefore sought that this amount be repaid.

The Respondent's submissions

46. The Respondent submitted that, prior to the Application, Mr Bowman had not realised that the area in question was within his title and did not form part of the common area. Accordingly, he agreed to repay the sum of £333 in respect of the same.

The Applicant's reply

47. The Applicant was satisfied with the Respondent's position and that a recording in this Decision would be made to that effect.

2022

48. The amount of £239.40 was in dispute in respect of this service charge year.

The Applicant's submissions

49. The Applicant submitted that there was a deduction in the above amount for "2016/2017 service charge cert.". A related amount of £504.51 appeared in the 2019 accounts and was found not to be recoverable pursuant to a previous Tribunal decision made on 6 November 2023 in case number MAN/00CZ/LSC/2021/0056.
50. Furthermore, this expense has never been notified to the leaseholders and, as such, s 20B LTA 1985 may apply to prevent recovery.
51. The Applicant therefore required this amount to be repaid.

The Respondent's submissions

52. The Respondent submitted that the sum of £239.60 (thus £0.20 extra) had been repaid and exhibited a "payment confirmation" dated 16 March 2026 illustrating the same.

The Applicant's reply

53. The Applicant confirmed that he was satisfied that this sum had been repaid.

The Tribunal's determination

54. The Tribunal determined that: -
 - a. In respect of the sum of £300 relating to the service charge year 2014, the Tribunal had previously decided in 2015 (*the 2015 Decision*) that this sum was not payable until a certificate had been served. Pursuant to the Fourth Schedule of the Lease, the Tenant's liability to pay any balancing service charge only arises following the service of a certificate identifying the Total

Expenditure and any deficit. In the absence of such a certificate, no sum becomes contractually due. Despite the passing of more than 10 years, the Tribunal noted that no such certificate had been obtained, and the Respondent had submitted that it did not intend to do so on the basis that it would not be proportionate. Whilst the Respondent claimed that the Applicant was time-barred from challenging that sum, this was rather misconceived; 1) applications under s 27A of the Act are not governed by the Limitation Act 1980, and the Applicant had not admitted or agreed to the charge pursuant to s 27A(4) but had indeed challenged it, as recorded in the 2015 Decision (the case of *Cain v Islington LBC* [2015] UKUT 0542 (LC) refers) and 2) it was not the Applicant that had delayed since the 2015 Decision, rather it was the Respondent. Whilst the Applicant submitted that the Tribunal ought to order that the sum of £25 be repaid to each leaseholder or credited to their account, the Tribunal's jurisdiction is declaratory and does not extend to ordering repayment in these proceedings, where the Lease terms do not permit the same. It does, however, determine that the sum is not payable.

- b. The Applicant withdrew the part of the Application that related to the amount of £1,914 in respect of the service charge year 2019, having accepted that the monies related to a loan made by Mr Bowman to the Respondent company which had subsequently been repaid. Accordingly, the Tribunal makes no determination in respect of the same.
- c. The sum of £333 in respect of the service charge year 2020 regarding part of the repair works to the footpath were not payable, noting that the Respondent had accepted the same, and the expenditure would not fall within the definition of recoverable service charge expenditure under the Lease, being a cost attributable to property not forming part of the common parts. Furthermore, noting that Mr Bowman had not taken part in the Application, it recorded that it had been told by the Respondent, in its "Grounds to accompany application" dated 9 May 2026, that Mr Bowman had agreed to repay this sum.

- d. The sum of £239.60 had been repaid in respect of the service charge year 2022 in relation to a previous deduction for “2016/2017 service charge cert.”. Further, and in any event, the Tribunal notes that this cost relates to works undertaken more than 18 months prior to any demand, with no evidence of compliant notification, such that section 20B LTA 1985 would operate to prevent recovery.

Costs

- 55. The Applicant made applications that the costs of the proceedings should not be recovered by way of service charge or administration charge.
- 56. The Tribunal is mindful that the types of orders requested by the Applicant regarding the recoverability of costs in general interfere with the parties’ contractual rights and obligations and ought not to be made lightly or as a matter of course, but only after considering the consequences of the order for all of those affected by it and all other relevant circumstances.
- 57. However, the Tribunal notes that: -
 - a. The Application was successful in respect of the services charge years 2014, 2020 and 2022.
 - b. The 2014 amount had been considered in the 2015 Decision and been determined not to be due until a certificate had been obtained, which the Applicant had twice chased with no response.
 - c. The Respondent had accepted, prior to the hearing but after the Application was issued, that the 2020 and 2022 were not payable. Concerningly: -

- i) In respect of 2020, it ought never to have been included in the service charge for that year; being a charge that was not payable in principle by the leaseholders.
 - ii) In respect of 2022, it could not provide an explanation as to why this had been included in the service charge for that year.
- 58. With the above in mind, the Tribunal determines that it is just and equitable in the circumstances for an order to be made under s 20C LTA 1985 and sch 11 para 5A CLRA 2002, so that the Respondent may not pass on any of its costs incurred in connection with these proceedings by way of service charge or administration charge.
- 59. The Tribunal notes that the Lease does not clearly provide for the recovery of litigation costs as part of the service charge or as an administration charge. The cases of *Sella House v Mears* (1989) 21 HLR 147 and *St Mary's Mansions Ltd v Limegate Investment Co Ltd & Sarruf* [2003] 05 EG 146 establish that service charge provisions are strictly construed, and legal costs will only be recoverable where the lease contains clear, express wording entitling the landlord to recover them. Notwithstanding, the Tribunal considers it appropriate to make the orders sought to prevent any future attempt at recovery by either route.
- 60. The Applicant submitted that he did not wish to recover any of his own costs incurred in the Application due to the poor financial position of the Respondent company.

Other matters

- 61. During the hearing, the Applicant submitted that the Tribunal should make an order appointing an independent managing agent, pursuant to s 24 of the Landlord and Tenant Act 1987.

62. The Tribunal confirmed that it did not have the jurisdiction to make such an order in circumstances where the Application had been brought under s 27A of the Act, and that the Applicant would need to follow the separate procedure under the Landlord and Tenant Act 1987 if he wished to pursue the same.

Judge Richard M. Dobson-Mason

15 May 2026