



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

Case reference : **LON/00AU/LSC/2026/0118**

Property : **66B Elizabeth Avenue, London, N1
3BH**

Applicant : **Sarah Mook**

Representative : **In person**

Respondent : **London Borough of Islington**

Representative : **Devonshires Solicitors**

Type of application : **Section 27A Landlord and Tenant Act
1985 – payability of service charges**

Tribunal members : **Judge Tagliavini
Ms S Coughlin**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **17 June 2026**

DECISION

The tribunal's decision

- (1) The following sums are conceded by the respondent as not being payable by the applicant:
- (i) 2024/2025: £305;
 - (ii) 2025/26: £437.66 (estimated)

- (2) The management fee of £1,161.46 is payable by the applicant under the terms of the lease and is reasonable in amount.
 - (3) In so far as may be necessary the tribunal finds it just and reasonable to make an order under s.20c of the Landlord and Tenant Act 2002 so that none of the respondent's costs of this application can be passed on to the applicant through the service charges or as administration costs.
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The application

1. The applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable. She also seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

Background

2. This application relates to **66B Elizabeth Avenue, London, N1 3BH ('the property')**. The applicant occupies the flat pursuant to a lease dated 12 March 1983. The property forms part of a four-storey building known as **66 Elizabeth Avenue, London N1 ('the Building')**. The Building comprises two self-contained maisonettes, one of which is the subject property. The Building forms part of the Estate.
3. The applicant seeks a determination as to whether (i) the items comprised within these management fees can properly be charged under the terms of her lease; (ii) whether the charge represents a fair and reasonable proportion of the said charges; and (iii) whether the charge is properly calculated in accordance with the terms of her lease. The applicant challenges the following demands for payment:
 - (i) 2024/2025: £305;
 - (ii) 2025/26: £437.66 (estimate); and
 - (iii) Major works in 2023/of: £1,161.46.

The hearing

4. Neither party requested an oral hearing and therefore the tribunal determined the application using the 191-page digital bundle provided.

The tribunal's reasons

5. In the witness statement of Jessica Smith-Allen dated 28 April 2026 was said on behalf of the respondent that:

*The Respondent charged the Applicant a management fee of £305 for the service charge year 1 April 2024 to 31 March 2025.
12.*

Similarly, the Respondent charged the Applicant a management fee of £437.66 for the service charge year 1 April 2025 to 31 March 2026...

The Respondent accepts that under the terms of the Lease, it is only entitled to charge the Applicant a management fee for matters relating to the Building. As such, the Respondent now accepts that the sums referred to ...above are not due and will be removed from the Applicant's account.

6. As a result of this concession the applicant requested in her witness statement dated 20 May 2026;

'...that the Tribunal determines how levied service charges (presumably calculated and levied on the same basis (and future service charges will now be dealt with.

7. The tribunal refuses this request as:
 - i) No formal application has been made to amend the extent of the application.
 - ii) The respondent has not been put on proper notice of this request.
 - iii) There is no evidence setting out the sums charged or the basis on which the charges were made.

8. However, it is open to the parties to agree matters between themselves or to make a further application to this tribunal.

Management fee for major works in 2023/4: £1,161.46

9. The tribunal accepts the respondent's evidence and submissions that this sum is properly payable by the applicant under the terms of the lease and is reasonable in amount.
10. The relevant parts of the lease state:

5. "THE SERVICE CHARGE" referred to in Clauses 1 and 3(1) shall consist of:-

(1) Expenses which relate solely to the demised premises and referred to in Clause 5(2)(e)(ii) hereof; and

(2) A proportionate part of the expenses and outgoings incurred by the Council of those items set out in the Third Schedule hereto and which comprise:

(i) the repair maintenance and renewal of the Building

(ii) the provision of services for the Building (if any)

(iii) other heads of expenditure,

...

(f) The annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:-

(i) by dividing the aggregate of the expenses and outgoings incurred by the Council in respect of the matters set out in Part 1 of the Third Schedule hereto in the year to which the Certificate relates by the aggregate of the rateable value (in force at the end of such year) of all the dwellings and other rateable parts in the Building the repair maintenance renewal or servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount by the rateable value (in force at the same date) of the demised premises (hereinafter Called "the building element")

(ii) a fair and reasonable proportion of the expenses incurred by the Council in connection with the matters set out in part 2 of the Third Schedule in the year to which the Certificate relates (hereinafter called "the management element")

(iii) by adding together the building element and the management element to any expenditure incurred under Clause 5(2)(e)(ii) hereof

The Third Schedule

PART 2 - MANAGEMENT ELEMENT

(a) Collection of rent and Service Charges:

The administrative and other costs incurred by the Council in the collection of the rents and service charges of the dwellings in the Building (except those let on periodic tenancies)

(b) Cost of providing annual certificate:

The administrative and other costs incurred in calculating and providing the annual Certificate and of accounts kept and audits made for the purpose thereof

(c) General Management costs:

Supervision and management of the Building including liaison with technical staff within or without the Council concerning repairs maintenance renewals and decorations and all other matters referred to in this Schedule

11. The tribunal accepts the respondent's explanation for how the management fees for the major works was incurred and set out in Ms Smith-Allen's witness statement as:

The Works had a contractor's management and overheads fee of 28.25%, calculated on a compounded cumulative basis. The Respondent has provided the Applicant with a detailed breakdown of how the 28.25% fee was calculated ...

The sum charged is not therefore a management fee as such but rather it is a mixture of staff costs for the carrying out of the Works (15.5%), additional overhead costs, again all related to the carrying out and management of the Works (7.5%). The final element is related to the contractor's estimated profit on the direct costs of carrying out the Work.

12. The tribunal finds from the evidence provided by the respondent and as set out in the Schedule of Works and the breakdown of the fees that this sum is payable under the terms of the lease and has been properly apportioned to the applicant.

13. In conclusion, the tribunal finds the sum of £1,161.46 is reasonable and payable by the applicant.

Name: Judge Tagliavini

Date: 17 June 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).