



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

Case reference : **LON/00AH/LSC/2026/0052**

Property : **4 Bedford Place, Croydon, Surrey CR0
2BS**

Applicants : **2-4 Bedford Place RTM Company
Limited**

Representative : **Canonbury Management Limited**

Respondent : **Milan Patel**

Representative :

Type of application : **For the determination of the liability to
pay service charges under section 27A of
the Landlord and Tenant Act 1985**

Tribunal members : **Judge Shaw
Mr A Fonka FCIEH CEnvH M.Sc.**

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

Date of decision : **19th June 2026**

DECISION

Decision of the tribunal

The tribunal determines that no evidence having been adduced by the Applicant in respect of the disputed service charges in the sum of £5576.96, these charges are not payable by the Respondent.

The application

The claim was originally issued in HMCTS Civil National Business Centre and then transferred to the County Court sitting at Croydon, where the proceedings continued under claim no. L94YX944. The disputed claim was then in turn transferred to this tribunal, by order of District Judge Waschkuhn drawn on 14th April 2025.

The hearing

1. The hearing took place on 12 June 2026. The Applicant appeared in person. The Respondent did not attend. The Applicant confirmed that he was disputing that the sum claimed in the County Court proceedings of £9655.79. He had admitted in those proceedings the sum of £4078.83, and the tribunal has no continuing jurisdiction in respect of that sum. There is a remaining balance of £5576.96. The Applicant told the tribunal he had never received a demand for the full sum of £9655.29 claimed in the County Court, nor any documentation or explanation of the services alleged to have been provided which would account for such a sum. On the contrary, he asserted that there has been long term disrepair of the roof, which has not been attended to. He told the tribunal that he thought the service charges in question related to the years 2023 and/or 2024.

The Background

2. The property which is the subject of this application is a flat in a development comprising two blocks. The Respondent informed the tribunal that there are 9 or 10 flats in all.
3. The Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. No dispute has been raised as to specific provisions of the lease.

The issue

4. The issue for determination by the tribunal is that of the payability and/or reasonableness of service charges.
5. Having heard from the Respondent and considered the documents provided from the County Court, the tribunal has made the determination as set out below

The tribunal's decision

6. **The tribunal determines that the Applicant has failed to establish that any service charges beyond the sum admitted by the Respondent (in the sum of £4078.83) are due in this case, and accordingly that no further sum is payable.**

Reasons for the tribunal's decision

7. (1) In the Particulars of Claim in the County Court proceedings (paragraph 5), it is asserted that the sum of £10,110.79 (inclusive of a further court fee of £450) is due by way of service charges and that full particulars are given in Schedule 2 to the Claim. At paragraph 6, it is alleged that the arrears were demanded by invoice dated 11th April 2024. However reference to this document at Schedule 2 discloses that the sum demanded as being the "Total due for payment" was in fact £4078.83 - in other words, precisely the sum admitted by the Respondent in his Defence. Other Schedules are referred to in the pleadings, but none reveal the sum of £9655.79, and all confirm the lesser sum, but for some added charges for late payment. Such documentation as the tribunal has therefore, does not support the payability of further sums beyond the admitted sum.
 - (ii) The Respondent in his Defence (dated 29th October 2024) requests a breakdown of how the sum claimed has been arrived at, and an explanation of why this sum is more than double that previously indicated. No explanation in this regard has been put before the tribunal, nor any such breakdown or service charge accounts of any kind.
 - (iii) Following the transfer of this matter to the tribunal, directions were issued on 22nd January 2026. The Applicant was required, by 20th February 2026 to provide (1) a full breakdown of the charges claimed in the proceedings (2) Service Charge Accounts for the period in question, and (3) copies of all relevant demands. The Applicant failed to provide such documents (or any documents) by the date stipulated or at all.
 - (iv) The Directions further required the Applicant to deliver , by 5th June 2026, a bundle of documents to the tribunal and the Respondent, containing witness

statements, relevant invoices, relevant accounts, and any other documents upon which reliance is placed. The Directions included a warning that failure to comply, may result in the case being struck out.

The Applicant failed to supply any such bundle by 5th June or at all. Accordingly, when this matter came before the tribunal on 12th June 2026, the tribunal had been supplied with no documentation beyond that supplied to the County Court, and none of the documentation requested by the Respondent in his Defence, nor the tribunal in its Directions.

(v) By formal non-compliance letter to the Applicant, dated 8th June 2026, the Case Officer asked to be contacted immediately with an explanation for the non-compliance with the tribunal's directions, and what steps the applicant proposed to take to comply with the directions and ensure that the hearing date was not affected. The Applicant was also warned of possible costs consequences resulting from non-compliance, and the power of the tribunal to disallow evidence delivered late and in contravention of the directions.

No response to this letter was received prior to the hearing.

In the light of the foregoing, and in the absence of anyone attending the hearing by or on behalf of the applicant, the tribunal was satisfied that no case had been made out for any part of the disputed sum, and that **no sum** beyond that admitted in the County Court by the Respondent is payable.

9. The tribunal has no jurisdiction over county court costs. This matter should now be returned to the County Court sitting at Croydon.

Name: JUDGE SHAW

Date: 19th 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 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.