



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

Case reference : **LON/00AG/LSC/2025/0996**

Property : **Flat 6A Frognal Mansions 97 Frognal
London NW3 6XT**

Applicants : **Ms Elena Samsonenko**

Representative : **Barry Cawsey**

Respondent : **Frognal mansions (5-8) Limited**

Representative : **Phillip Byrne**

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 : **Mrs E Flint FRICS
Mr S Mason BSc FRICS
Mr N Miller BSc**

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

Date of decision : **23 June 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision
- (2) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") [and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act")] as to the amount of service charges and where applicable administration charges] payable by the Applicant in respect of the service charge years 2019 – 2025 inclusive.

The hearing

2. The Applicant was represented by Mr Barry Cawsey of counsel at the hearing and the Respondent was represented by Mr Phillip Byrne of Counsel who called Ms G Phillips and Ms M Heraty, both Directors of the Respondent and Ms E Greenaway of ERA Property, the former managing agent..

The background

3. The property which is the subject of this application is a first floor flat in a Victorian mansion block of nine flats. There are two entrances to the block, two parking spaces and a communal garden.
4. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
5. The Applicant holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.
6. At the beginning of the hearing counsel for both parties drew to the Tribunal's attention that the bundle was lacking in evidence to support the charges: there were no invoices or bank statements to support the items in the Scott Schedule.

The issues

7. At the start of the hearing the parties identified the relevant issues for determination as follows:

(i) The payability and/or reasonableness of service charges for 2024 relating to:

(ii) Insurance claim £2,874

(iii) Cleaning £2,954

(iv) Rep & maintenance £3,719

(v) Grounds maintenance £465

(vi) Legal and professional £1,975

(vii) Sundry £124

(viii) ERA commissions £1619 - £1850

(ix) Major works £7,320

(x) Reserve/contingency fund £5,636

(xi) Historic arrears of service charge £11,665.59 - £18,000

(xii) Whether any service charge payable between May 2023 and 2024 when the flat was undergoing repair.

8. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

Insurance claim £2,874

9. The applicant had not been able to identify what it relates to.

10. Miss Greenaway explained that this was a misdescription in the accounts. She had only in the last few days realised that the sum related to external scaffolding and alarm costs. Although the amount was misidentified in the accounts the total expenditure was correct. She said that there were no invoices in the bundle because she had sent a bundle of invoices to the Applicant at the end of 2023.

The tribunal's decision

11. The tribunal determines that the amount of £2,874 is not payable.

Reasons for the tribunal's decision

12. Ms Greenaway had signed off the accounts in which it was stated the amount was part of the insurance claim relating to a leak from the flat above 6A. There was no evidence either in the bundle or any late submission of an invoice to support Ms Greenaway's recent recollection

Cleaning £2,954

13. The applicant was concerned that the cost of cleaning had increased by 77% between 2021-22 and 2022-23. The applicant assumed that there was one bill for the whole of Frognal Mansions. She offered £713 for the building on the basis that 50% of the total cost related to Flats 5-8. She asserted that there had been an overpayment in the previous year of £764.
14. Ms Greenaway stated that the increase of £1,000 was made up of £780 for the biohazard team for Flat 5A which was subsequently reimbursed and a double payment which was refunded in the following year's accounts. Furthermore, there was a separate cleaning contract for Flats 1-4.

The tribunal's decision

15. The tribunal determines that the amount to be included in the service charge account in respect of cleaning, including bin cleaning is £2,954.

Reasons for the tribunal's decision

16. The applicant's assertion that the bill should be reduced by 50% was based on a misunderstanding of the extent of the contract. The applicant has had the benefit in the following year of the reimbursement of the cost of the biohazard team and the refund of the double payment which were the reason for the increase.
17. No evidence was produced to show the cost was excessive. In the Tribunal's experience the adjusted costs were not excessive.

General Repairs and maintenance £3719

18. The Applicant noted that there were no invoices to support the amount included in the accounts. She was not aware of any maintenance being carried out.

19. Ms Greenaway said that the charge covered the cost of shelving in the hall, a dry rot survey, a door repair, damp survey and gutter cleaning.

The tribunal's decision

20. The sum of £3,719 is reasonable and should be included in the service charge account.

Reasons for the tribunal's decision

21. The sum is not unreasonable for the work carried out. The tribunal noted that this sum is a little over half of that spent in the previous year.

Grounds maintenance £465

22. The Applicant asserted that there had been virtually no grounds maintenance and that the grounds maintenance is shared with the other half of the block. Despite queries over a considerable period of time no evidence had been provided to support the charges,
23. Ms Heraty disputed the assertion and stated that she worked with the gardener and a representative of Flats1-4 to improve the amenity of the garden. She explained the results of the long term soil improvement which had been undertaken, She had personally paid for bulbs, plants and seeds. The gardener visited when asked to do so. She reported to the managing agent the date and time spent. The bill included a share of his parking charge and the cost of disposal of any garden waste which is not placed on the compost heap.

The tribunal's decision

24. The costs are allowed in full.

Reasons for the tribunal's decision.

25. We are satisfied that Ms Heraty's evidence explains how the costs have been incurred. In the tribunal's general knowledge of gardening costs £465 does not appear excessive.
26. Legal and professional fees
27. The applicant disputes the fees in full. The lease provides for only limited legal fees to be charged. No fee note or invoice has been produced.
28. Mr Byrne explained that the fees were in relation to the eviction of the tenant above Flat 6A to enable the repair works to the joists between the

flats to be repaired/replaced. In addition, there were fees chargeable to the Applicant regarding unauthorised alterations to her flat.

The tribunal's decision

29. The fees are disallowed.

Reasons for the tribunal's decision

30. The costs relating to the eviction of the tenant was the responsibility of the leaseholder of that flat and should not have been included within the service charge account. Fees relating solely to the alleged breach of covenant should be billed to the leaseholder.
31. Sundry
32. The previous year's sundry charges were £124, no evidence has been produced to explain the large increase. The Applicant offered £13.
33. Ms Greenaway explained that she had previously covered the cost of a helpline, which was available 24/7 for leaseholders to report any issues, within the management fee. The cost had increased and she no longer was able to absorb the cost. She said her fee for managing the nine flats was £3,000.

The tribunal's decision

34. The sum of £13 is to be included in the service charge account.

Reasons for the tribunal's decision

35. Although the leaseholders benefit from the helpline. It is unreasonable to effectively increase the management charge without agreement by charging separately for a service which had been an intrinsic part of the management of the block.

ERA commissions £1619

36. The Applicant stated that a broker was used to place the insurance. The commission should be disallowed until a proper explanation supported by bank statements is provided.
37. Mr Byrne said that the amount credited to the service charge account represented 50% of the commission which ERA had received.

38. Ms Greenaway said that she made the insurance claim, liaised with the surveyor dealing with the works. The leak and consequent damage had involved her in a great deal of time.

Tribunal's decision

39. The sum is allowed in full.

Reasons for the tribunal's decision

40. Ms Greenaway had provided a service in making the claim, liaising with the parties and had been actively involved in ensuring that the work was undertaken to the satisfaction of all concerned.

Major works £7320

41. The applicant offered £410.94. She disputes that the brickwork repairs were carried out. She alleges that no bricks were replaced, they were simply repointed. She provided an email report from Brick Surgeon, a specialist brick company, who had made a visual inspection which cast doubt on the work said to have been completed.
42. Ms Phillips has been a resident leaseholder since 1995 and also owns another flat in the block which is let out. In total she is responsible for over 25% of the total service charge for the block. She took seriously her responsibility as a Director of the freehold company and had always sought to achieve the best work at a competitive price.
43. She stated that each individual brick which was spalling had been assessed. Where possible damaged bricks had been cut out and turned. She had seen the work being undertaken. A specialist company: London Brick Specialists had undertaken the work.

The tribunal's decision

44. The full cost of £7,320 is allowable.

Reasons for the tribunal's decision

45. There was no witness statement from the "Brick Surgeon" or explanation of their expertise. Ms Phillips was a reliable witness who would herself be responsible for over 25% of the cost of the work therefore she had an interest in ensuring the work being charged for was undertaken.

Reserve Fund £5,636

46. At the beginning of the hearing, in their opening remarks both counsel agreed that the wording in the lease, although not referring directly to a reserve fund was sufficiently wide as to allow the freeholder to collect monies for that purpose.
47. Mr Cawsey on behalf of the Applicant asserted that the freeholder had not complied with the procedure in the lease or justified the amounts demanded by reference to a properly considered and costed plan.
48. Mr Byrne, on behalf of the respondent, suggested that it was not unusual not to have a fully researched plan to justify the payments into the reserve fund.

The Tribunal's decision

49. The contribution to the reserve fund of £5636 is to be included in the service charge account.

Reasons for the tribunal's decision

50. The lease allows a reserve fund to be established. It is considered prudent to do so, particularly where the building is probably going to need significant sums to maintain its aging structure.
51. It is unfortunate that no forward planning was disclosed to the tribunal however the sums demanded are not excessively high in the context of this heritage building.

Historic Arrears up to £18,000

52. The applicant purchased her flat in May 2023. At the year end in March 2023 there were no outstanding service charges in the account for Flat 6A. The applicant paid £2511.31 on completion of her flat purchase in May 2023. She maintains it was impossible for her to have incurred £8,355 in service charges between 9 May 2023 and 31 March 2024.
53. The applicant agrees that she has not paid the invoice dated 27 October 2023 in the sum of £4,856.73. She thought it unreasonable to require her to pay the service charge when her flat was in disrepair.
54. She had paid the interim service charge account dated 20 March 2024 and the demand dated 17 October 2024 for the period to 31 March 2025, both under protest.
55. Ms Phillips said that she could explain the sums outstanding by reference to her own notes. She confirmed that no one else knew of the contents of

the notes and that there was no documentation in the bundle to support the figures she intended to refer to.

56. The Tribunal explained that they were unable to allow her evidence to be submitted since there was nothing in the bundle upon which she sought to rely.

The Tribunal's decision

57. The only evidence of arrears presented to the tribunal was the half year withheld by the Applicant referred to above. The amount payable is dealt with below.

Payability of service charge while flat uninhabitable

58. The basis of the claim is the landlord's insuring covenant clause 3 (b) of the lease which requires the landlord to insure the flat against loss or damage by fire and all the usual comprehensive risks and to pay all insurance in repairing the building or reinstating the property. monies received. *"provided that if the flat or access to is destroyed or damaged by fire or other risk so as to render it unfit for habitation or use the rent and Service Charge hereby reserved or a proper proportion thereof shall cease to be payable until the flat is rendered fit for habitation and use"*
59. It is not disputed that a leak from the flat above caused the ceiling to collapse in the main bedroom prior to the Applicant's purchase in May 2023. Dry rot to joists above the bedroom and living room was then discovered. Repairs to the ceiling were not carried out for twelve months i.e. until May 2024.
60. Ms Heraty explained the delay had been due to the tenant in the flat above Flat 6A not being willing to move out to allow the repairs to commence.

The tribunal's decision

61. The tribunal finds that part of the flat was uninhabitable from the date of purchase to May 2024. A reduction of 25% of the service charge shall apply during that period.

Reasons for the Tribunal's decision

62. The repair works interfered to a considerable extent to the occupation of the flat. The ceiling was removed in part of the living room, bedroom and bathroom to enable the joists to be replaced and/or repaired. While the

work was being undertaken the rooms were effectively open to the flat above.

Application under s.20C and refund of fees

63. In the application form, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge.

Name: E Flint

Date: 23 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 (Lands Chamber).