



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

**Case reference** : **LON/00BG/LSC/2025/0929**

**Property** : **3 Stamp Place, London E2 7ER**

**Applicant** : **Arun Thangaraj Chinnaraj Joseph Jaikumar**

**Representative** : **In person**

**Respondent** : **A2 Dominion Homes Limited**

**Representative** : **Chrisopher Last – in house counsel**

**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 Pittaway**  
**Mr Stead MSc**  
**Mr Hoarey LLB**

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

**Date of decision** : **10 July 2026**

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**DECISION**

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### **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.
- (3) The Tribunal orders the Respondent to pay the Applicant £341 within 28 days of this Decision, in reimbursement of the tribunal fees paid by the Applicant, being an application fee of £114 and a hearing fee of £227.
- (4) The Tribunal orders the Respondent to refund the photocopying costs of £75 paid by the Applicant within 28 days of the date of this decision.

### **The application and procedural matters prior to the hearing**

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 1 April 2023 to 31 March 2024, 1 April 2024 to 31 March 2025 and 1 April 2025 to 31 March 2026. Prior to the Hearing the Applicant applied to include in addition the service charge year 1 April 2026 to 31 March 2027.
2. Directions were issued on 13 August 2025 and then amended three times to give the Respondent the opportunity to provide the information directed. The Respondent's failure to provide the information resulted in the initial hearing set for 8 December 2025 being adjourned. At that hearing the Respondent was warned that any subsequent lack of commitment to adhere to Tribunal Directions and failure to comply with further directions would lead to a bar from further proceedings.
3. On 11 March 2026 the Respondent was again given the opportunity to submit documents but warned this was a 'last chance' for it to comply and that it would be barred from proceedings if it failed to comply with the re-re-amended Directions issued on that date.
4. On 22 April 2026 Judge Dutton gave notice that the Respondent had been barred from further participation in the proceedings and that the Tribunal would proceed to decide all matters summarily against it. The Respondent's application to lift the bar of 24 April 2026 was refused by Judge Foskett on 12 May 2026. At that time she ordered that the parties must be ready at the hearing on 4 June 2026 to address the Tribunal on

what, if any, further directions should be issued by the Tribunal to determine the liability to pay and reasonableness of service charges for the Flat for the service charge year ending March 2027, the Applicant having applied to add this year to the application on 28 April 2026.

5. The original directions had directed that the Respondent provide the bundle for the hearing, which it did not do, although it had provided one in anticipation of the December hearing which did not proceed.
6. The Applicants were able to provide the Tribunal at the start of the hearing with information, which together with a bundle provided in anticipation of the hearing listed for December 2025, enabled the Tribunal to be able to proceed to reach its decision.

### **The hearing**

7. The Applicant appeared in person. The Respondent was represented by Mr Last, in-house counsel of the Respondent.
8. The Tribunal heard evidence from Ms Dunn on behalf of the Applicant, and evidence and submissions from Mr Chinnaraj.
9. The Tribunal heard submissions from Mr Last in connection with the inclusion in the determination of the service charge year to March 2027.

### **The background**

10. The property which is the subject of this application is one of two shared-ownership flats in a purpose-built block of five flats known as Stamp Place. The other three flats are social housing. The block also includes retail units. The Tribunal was told that there are a total of 30 flats on the estate.
11. The Applicant holds a long underlease of the property dated 13 November 2015. It is a shared ownership lease. Under clause 2 of the lease the Applicant pays the Respondent '*a management charge being the Landlord's reasonable administration fee in respect of this lease....("the Management Charge")*'. Clause 3.3.4 contains a covenant by the Applicant to pay the Respondent, '*a due proportion of the service charge and other sums due under the Superior Lease*'.
12. The Superior Lease is dated 31 March 2015 and demises to the Respondent the five flats, described as '*5 Flats at Shoreditch Square, 154-160 Hackney Road London E2*'. From the accounts of the Superior Landlord provided to the Tribunal it would appear that the Superior Landlord refers to its ownership, of which the 5 flats form part, as '*Stephen Court, 154-160 Hackney Road*'. Clause 5.4 of the Superior

Lease contains a covenant by the tenant (the Respondent) to pay the *‘Interim Charge and the Service Charge to the Landlord on the first day of January and of July in each year .....in the manner provided in the Fourth Schedule’*. *‘Service Charge’* is defined as, *‘such fair and reasonable proportion of the Total Expenditure as may be determined by the Landlord’s Surveyor from time to time acting reasonably)’*. *Total Expenditure* is the cost of the Landlord complying with its obligation under the Superior Lease, the reasonable costs of managing agents, and professionals employed to determine the Total Expenditure and the cost of insurance.

13. 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.

### **The issues**

14. The Applicant had identified the issues for determination as follows:
  - (i) The payability and/or reasonableness of service charges for the period from May 2023 to March 2027;
  - (ii) The payability of rent for the use of the communal garden;
  - (iii) The need for the Respondent to provide full documentation in respect of any service charge demand;
  - (iv) An application for a rule 13 costs order; and
  - (v) Whether the Respondent’s non-compliance with directions and statutory obligations renders the charges unpayable.
15. The Tribunal’s jurisdiction is limited to issues (i), (iv) and (v) of the above issues.
16. The Respondent accepted that the Tribunal should determine the liability to pay and reasonableness of the service charge for the year to March 2027 and submitted that he was content for this to be done on the basis on the basis of the information that had been provided for the preceding years, where the relevant information was before the Tribunal.

### **General approach**

17. The Tribunal reminded itself that the burden of proof is on the Applicant to demonstrate why the charges were not reasonable or reasonably incurred. He is required to put forward some evidence that the charges are unreasonable; he cannot simply put the landlord to proof of

reasonableness. *Schilling v Canary Riverside Development Ltd* [2005] EWLands LRX\_26\_2006.]

18. As set out in *Okoye v Grays Inn Capital Limited* [2025] UKUT 195 (LC): “It is well-established that a tenant who wishes to challenge a charge on that basis must make a “prima facie case” that the cost was not reasonably incurred; in other words, he or she must produce some reason or evidence that indicates that the cost was not reasonable. The tenant cannot simply put the landlord to proof that it was reasonable.”
19. The Tribunal was satisfied that the Applicant set out a prima facie case for each of the areas set out in the Schedules.
20. While the Respondent had been barred from taking part in the proceedings the Tribunal considered, in the interests of being fair and just, that it should not decide all matters summarily in the Applicant’s favour but have regard to the information before it.
21. The Tribunal took into account all the relevant circumstances given in evidence as the date of the hearing, in a common-sense way, (*Haverling London Borough Council v MacDonald* [2012] 3 EGLR 49) factoring in the limited information provided by the Respondent. This was the Applicant’s evidence at the hearing, the relevant Scott Schedules, the evidence in the bundle, and the bundle of authorities provided by the Respondent.
22. The Tribunal has made determinations on the various issues as follows.

#### **Effect of failure to comply with Directions/ statutory requirements.**

#### **The Tribunal’s decision**

23. Failure to comply with Directions does not render the service charge unpayable.
24. Failure to comply with statutory provisions may render the whole or part of the service charge unpayable.

#### **Reasons for the Tribunal’s decision**

25. The sanction for failure to comply with Directions is as set out in them. It may result in the party in question being barred from taking any further part in all or part of the proceedings. In this case the Respondent was barred from taking further part in the proceedings save in relation to the service charge year to March 2027.

26. Failure to comply with statutory requirements may suspend the obligation to pay service charge and/or reduce the amount payable. If relevant to this decision it will be referred to.

### **Service charge claimed**

27. In each year in question the service charge demanded of the Applicant is in two parts, the 'External agents charge' being the service charge payable under the Superior Lease, and the management fee charged by the Respondent.
28. For the years in question the amounts/ estimated amounts due from the Applicant were set out in the bundle as being

| Year              | External agents' charge | Management fee |
|-------------------|-------------------------|----------------|
| 1/4/23 to 30/3/24 | £4,449.64               | £255           |
| 1/4/24 to 30/3/25 | £10,060.41              | £260           |
| 1/4/25 to 30/3/26 | £10,060.41              | £265           |

29. There was no estimate in the bundle for the year to 30 March 2027.
30. The Tribunal had before it the statements of Income and Expenditure for the years ending 31 December 2023 and 2024 provided by Kybert Carroll Limited the Chartered Accountants of the Superior Landlord. It did not have the statements for the year to December 2025.

### **The External Agent's Charge**

31. The Tribunal the statements of Income and expenditure for the years ending 31 December 2023 and 2024 provided by Kybert Carroll Limited set out the expenditure under six schedules, one of which is 'private' of which no percentage is charged to the Respondent under the Superior Lease. Of the remaining heads of expenditure the Applicant gave evidence that the percentage payable by the Respondent under each head was as follows;

- |                                 |          |
|---------------------------------|----------|
| • Schedule 1- Estate            | 20.3179% |
| • Schedule 3- Affordable/Shared | 100%     |
| • Schedule 5- Insurance         | 20.8034% |
| • Schedule 6- Management fee    | 14.6%    |
| • Schedule 7- Shared Ownership  | 24.3995% |

There is no Schedule 4.

### **The Tribunal's decision**

32. The Applicant should pay the Respondent 20% of the sums which it pays to the Superior Landlord under the Superior Lease, this being the total recharge divided between the five flats at Stamp Court demised under the Superior Lease.
33. The Tribunal's decisions in relation to each item of service charge claimed for the years to March 2024 and to March 2025 are set out in the Schedules for those years attached to this decision. These are based on the Scott Schedules that were provided to the Tribunal for these years, in which the Respondent simply referred the Tribunal to the accounts prepared by Kybert Carroll Limited without further explanation.
34. Where the Applicant is not liable to pay service charge for an item in either of those years it should not be included in any estimate for the subsequent years.

### **Reasons for the Tribunal's decision**

35. Clause 3.3.4 of the Applicant's lease contains a covenant by the Applicant to pay the Respondent, '*a due proportion of the service charge and other sums due under the Superior Lease*'. There was no evidence before the Tribunal as to what the Respondent had treated a 'due proportion' as being. The Superior Lease is of the five flats at Stamp Place. The Tribunal therefore finds a due proportion to be 20%, each flat bearing the same proportion of the cost.
36. The Superior landlord is entitled to demand service charge in advance so this is "due" and payable even before accounts provided.
37. The statements of Income and Expenditure for the years ending 31 December 2023 and 2024 set out the expenditure under six schedules, one of which is 'private' of which no percentage is charged to the Respondent under the Superior Lease. There was no dispute by the Applicant as to the percentage of each Schedule charged to the Respondent by the Superior Landlord.
38. The Tribunal notes that the Respondent's service charge year runs from 1 April in every year while the Superior Landlord's service charge year runs from 1 January. It finds that the Respondent should calculate the necessary apportionment of the Superior Landlord's charge across its own service charge years. In the absence of any evidence to the contrary the Tribunal finds that it is appropriate for the Respondent to do this on the basis of 75% from one calendar year, and 25% from the succeeding calendar year.

39. The Tribunal has reviewed the Superior Landlord's accounts for the year to 31 December 2023 in assessing the liability to pay and reasonableness of the sums demanded of the Applicant for the service charge year to March 2024, and the Superior Landlord's accounts for the year to 31 December 2024 in assessing the liability to pay and reasonableness of the sums demanded of the Applicant for the service charge year to March 2025.
40. These were the only accounts provided to the Tribunal. It was told that the actual accounts for the year to March 2026 are not yet available.
41. Reasons for the Tribunal's decision in relation to specific items are set out in the Schedules attached for the years to March 2024 and March 2025. These Schedules are based on the Scott Schedules provided by the Applicant. In the absence of evidence the Tribunal has adopted a pragmatic approach in relation to some of the smaller sums, as any alternative would have been disproportionate to either the sums involved, or the percentage of them payable by the Applicant. Where no sum was included for an item in the year in question it is not referred to in the attached schedules. Similarly in relation to the items 'Major Works Expenditure' in the year to December 2023 these are not referred to in the relevant Schedule attached as these costs were met out of reserves and not demanded by way of service charge.
42. For the majority of items in these years the Respondent had simply referred the Tribunal to the accounts of Kybert Carroll Limited
43. Where the Respondent stated on the Scott Schedule that items were included on an estimated basis this has been rejected by the Tribunal. The costs for these years were actual costs, not budgeted amounts.
44. In relation to the year to March 2027 the Respondent submitted that the Tribunal might adopt the same approach to each item of expenditure as it has in relation to previous years. The Tribunal has also adopted that approach in relation to the year to March 2026, for which actual accounts are not yet available.
45. In the absence of finalised accounts for the years to March 2026 and March 2027 the Tribunal finds that the estimated external agent's charge for each of those years should be based on the actual sum permitted for the year to March 2025.

#### **The Respondent's management fee**

46. The Respondent is charging the Applicant 50% of its fee for managing the block.

#### **The Tribunal's decision**

47. The Tribunal determines that the amount payable in respect of the Respondent's management fee in any year should be 20% of the total fee.

### **Reasons for the Tribunal's decision**

48. There are five flats in the block managed by the Respondent. The Tribunal finds that it is reasonable for the Applicant to pay one fifth of the fee.
49. The lease states that the Respondent's management charge should be the '*landlord's reasonable administration fee*'. In the event that the Respondent had displayed any management a fee in the region of £255 to £265 p.a. would not be unreasonable. There is no evidence that the Respondent has undertaken any active management in the years in question. It has not been reviewing and auditing the External Agent's Charge, and it is reasonable for the Applicant to expect it to do so. There is however evidence that it has been responding to the Applicant by e mail and that it offers some level of service for which some fee should be payable.

### **Application under s.20C and refund of fees**

50. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.
51. In the application form the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the Applicant 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.

### **Application under Rule 13**

52. In his skeleton argument and at the hearing the Applicant asked that the Tribunal make a Rule 13 costs order against the Respondent on the basis of its unreasonable conduct including
- Failure to comply with directions
  - Failure to produce evidence
  - Mishandling of the matter over two years
  - Failure to respond to correspondence; and
  - causing financial detriment to the Applicant

53. The Applicant was seeking photocopying costs of £75 (which sum was not challenged by Mr Last) incurred because the Respondent did not produce the bundle as directed, and loss of earnings through having to attend the previous adjourned hearing.
54. The Tribunal finds that the Respondent has acted unreasonably in defending the proceedings, evidenced by the barring order made against it.
55. The Tribunal orders the Respondent to refund the photocopying costs of £75 paid by the Applicant within 28 days of the date of this decision.
56. In the event that the Applicant wishes to pursue a claim for financial loss or time spent in connection with the application he should make a further application to the Tribunal, having regard to Civil Procedure Rule 46.5.

**Name:** Judge Pittaway

**Date:** 10 July 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).

## SCHEDULE

### **DISPUTED SERVICE CHARGES S/C YEAR ENDED March 2024**

**COST CLAIMED IS BASED ON ACCOUNTS FOR YEAR TO DECEMBER 2023  
COST ALLOWED TO BE APPORTIONED IN ACCORDANCE WITH THE AGREED  
PERCENTAGES AND THE PERCENTAGE OF THAT COST FOUND BY THE  
TRIBUNAL TO BE PAYABLE.**

| ITEM                                                                                       | COST CLAIMED | COST ALLOWED | TRIBUNAL REASONS                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------|--------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULE 1: ESTATE CHARGES: 20.3179% payable by the Respondent to Superior Landlord</b> |              |              |                                                                                                                                                                                                                                                                                                                                      |
| Cleaning                                                                                   | £634         | £0           | The Tribunal accepts the tenant's evidence, backed by photographic evidence, that no cleaning had been undertaken in the common parts.                                                                                                                                                                                               |
| Pest control                                                                               | £1,319       | £659         | The Applicant and his partner gave evidence that pest boxes exist but had been untouched since 2023. There was no evidence to contradict this account. On that basis the Tribunal allow a sum for their original installation but find the amount of £1,319 for mere installation to be unreasonable and have therefore halved this. |
| Fire safety                                                                                | £684         | £0           | The only information in relation to fire safety before the Tribunal related to a report prepared in 2026, which indicates that the present need for work is as a result of work not having been undertaken previously.                                                                                                               |
| Building safety compliance                                                                 | £1,134       | £0           | The Tribunal accepts the evidence before it (photographic and oral) that nothing has been done since 2024. Specifically, there is a dangerous fence, and a dangerous metallic shard was only removed in 2026 having been there for at least two years. There is a sandpit in a wrong position, creating a trip hazard.               |
| CCTV                                                                                       | £2,641       | £2,641       | The Tribunal accepts the Applicant's evidence that there is no CCTV serving the flats at Stamp Place but that it does exist elsewhere on the estate. This is an estate charge so that                                                                                                                                                |

|                         |         |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|                         |         |      | if it exists on the estate it can be charged to this head of service charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Health and safety       | £186    | £0   | There is no evidence before the tribunal that any sum was spent on health and safety, nor to what this relates in particular                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Refuse disposal         | £210    | £210 | The Tribunal finds that it is possible that this cost was incurred in relation to some part of the estate, and allows this amount, adopting a proportionate common sense approach.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Emergency lighting      | £804    | £804 | The Tribunal accepts that the Applicant believes that there is no emergency lighting at Stamp Place but finds that on the balance of probabilities it will exist somewhere on the estate. It further notes that some of the photographs show the existence of green 'exit' lights.                                                                                                                                                                                                                                                                                                                                             |
| Repairs and maintenance | £10,832 | £250 | The Applicant gave evidence that no repair or maintenance had been undertaken to the 30 flats, and that the state of repair was getting worse. No invoices had been provided to substantiate the cost or show how it was made up.<br>There had been no s20 consultation in relation to any works.<br>This is a large sum of money unsubstantiated by any invoices. No explanation has been provided by the Respondent as to what work was done.<br>As there is no breakdown of the cost in the accounts provided, and the cost related to one set of works there should have been consultation the Tribunal have allowed £250. |
| Entry system            | £763    | £763 | The superior lease expressly provides that the cost of an entry phone system is recoverable by way of the service charge. The Applicant confirmed that the system exists but does not serve his flat. This is an estate charge so that if it exists on the estate it can be charged to this head of service charge.                                                                                                                                                                                                                                                                                                            |
| Bank charges            | £120    | £0   | The Applicant submitted that it was unreasonable to charge this when the superior landlord was earning interest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                                                                       |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|                                                                                       |         |            | on sums held at the bank, and there was no provision in the superior lease entitling the superior landlord to make this charge.<br>The Tribunal accepts the tenant's submissions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Accountancy fees                                                                      | £2,454  | £2,454     | As the Tribunal has accounts before it, it is clear that accountancy fees were incurred. This sum is within the parameters of what might be a reasonable charge. There was no comparative evidence to demonstrate that this was unreasonable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Sundries                                                                              | £198    | £198       | The Tribunal allows this de minimis sum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>SCHEDULE 3: AFFORDABLE/SHARED: 100% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b> |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Repairs and maintenance                                                               | £3,987  | £0         | The Tribunal has seen no evidence of any repair or maintenance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>SCHEDULE 5: INSURANCE: 20.80% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b>       |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Building insurance                                                                    | £19,750 | £12,645.22 | The only evidence in relation to insurance before the tribunal is an invoice from D & J Simons & Arts of 26/07/2024 in the sum of £20,605.72. The breakdown that accompanies that invoice states 'expire 25/06/2016' and therefore suggests that it relates to an earlier year. It appears to insure the buildings twice for the same sum (£13,205,115) without explanation, to cover contents reinstatement, 36 months rent and alternative accommodation, all of which are not recoverable from the Applicant. There were no alternative quotes before the Tribunal.<br>In the absence of any other evidence the Tribunal has taken one of the premium figures for buildings insurance, of £12,645.22 including IPT as reasonable. |
| Building reinstatement revaluation                                                    | £792    | £0         | There was no evidence before the Tribunal that this had been undertaken.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>SCHEDULE 6: MANAGEMENT FEES: 14.6% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b>  |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| Management fees                                                                       | £18,484 | £0      | The Tribunal accepts the Applicant's evidence of the total failure of management by the Superior Landlord's agents. It has also had regard to the difficulty that the Respondent has had in obtaining information and responses from them.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Vat on above                                                                          | £3,697  | £0      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>SCHEDULE 7: SHARED OWNERSHIP: 24.4% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b> |         |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Water and water hygiene                                                               | £595    | £0      | The Tribunal accepts the Applicant's evidence that there is no communal water (which had not been contradicted by the Respondent) and that they pay Thames Water directly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Gas and energy centre                                                                 | £5,278  |         | The Applicant stated that there was no gas supply to his flat. From the limited information before the Tribunal it would appear that heating to the Applicant's flat was originally provided by heat from a central boiler installation, with a heat interface unit (HIU) maintained and controlled by the Applicant. As there is a reference to a gas charge the Tribunal finds it likely that the central boilers were gas fired. In such circumstances the bill for heat energy would normally be in two parts, one being the standing charge and the other the charge for the measured heat consumed by the Applicant. The Tribunal was unable to ascertain whether this system was still operational, as the Applicant did not appear to receive 'heat' invoices from a heat supplier. Given that the Applicant confirmed that he is in receipt of charges for electricity energy from Octopus the Tribunal finds on the evidence before it that the system is no longer operational. |
| Electricity                                                                           | £16,044 | £16,044 | The Tribunal looked at the historical figures in the audited accounts for previous years that were in the Respondent's bundle, discounting the 'spike' that it was submitted was due to increased and unrecorded consumption related to the adjacent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                               |        |    |                                                                                                                                                                                   |
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|                                               |        |    | construction works from which the leaseholders derive no benefit. In this context it finds the sum to be reasonable.                                                              |
| Mechanical electrical maintenance and repairs | £3,610 | £0 | On the basis that this relates to the central boiler system this is disallowed.                                                                                                   |
| Engineering insurance                         | £552   | £0 | In the subsequent accounts this charge has been removed. This appears to recognise that it is not a charge for which the Applicant, as a shared ownership tenant should be liable |

### **DISPUTED SERVICE CHARGES S/C YEAR ENDED March 2025**

**COST CLAIMED IS BASED ON ACCOUNTS FOR YEAR TO DECEMBER 2024  
COST ALLOWED TO BE APPORTIONED IN ACCORDANCE WITH THE AGREED PERCENTAGES AND THE PERCENTAGE OF THAT COST FOUND BY THE TRIBUNAL TO BE PAYABLE.**

| <b>ITEM</b>                                                                                | <b>COST CLAIMED</b> | <b>COST ALLOWED</b> | <b>TRIBUNAL REASONS</b>                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------|---------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULE 1: ESTATE CHARGES: 20.3179% payable by the Respondent to Superior Landlord</b> |                     |                     |                                                                                                                                                                                                        |
| General repairs and maintenance                                                            | £9,982              | £250                | The Respondent had provided no clarity as to why some repairs were being claimed under this Schedule and some under Schedule 3 (General repairs). See the further reasons given for the previous year. |
| Pest control                                                                               | £2,496              | £0                  | Allowance made in the previous year for the installation of the pest control boxes but the tribunal accepts the Applicant's evidence that they have not been touched since.                            |
| Cleaning                                                                                   | £1,155              | £0                  | See reasons given for the previous year                                                                                                                                                                |
| Accountancy fees                                                                           | £2,628              | £2,628              | See reasons given for the previous year                                                                                                                                                                |
| Bank charges                                                                               | £120                | £0                  | See reasons given for the previous year                                                                                                                                                                |
| Health and safety environmental                                                            | £2,460              | £0                  | See reasons given for previous year                                                                                                                                                                    |

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| Fire equipment maintenance | £4,389 | £0 | <p>This cost covers the maintenance contract for the communal fire safety systems at the property. This may include maintenance to fire extinguishing systems, Smoke vents and/or emergency lighting systems.”</p> <p>The ParkgateAspen document stated this was for ‘provision of repairs to the system’.</p> <p>In the ‘New Rent and Estimated Service Charge’ for 2023 to 2024 document states:<br/> “All of our buildings have been designed and built with fire safety in mind. We check the smoke alarms, fire alarms and fire safety equipment in shared areas regularly. We also update our fire risk assessments each year. This includes details of what we are is doing to make sure our tall buildings meet fire safety standards.”</p> <p>The Fire Safety Inspection provided states:</p> <p>“7. Fire Extinguishing Equipment – Satisfactory”<br/> “Dry riser inlet sign missing”<br/> “12 Fire Safety Equipment Maintenance<br/> The fire alarm, and emergency light systems are maintained under contract”</p> <p>“13 Daily/Weekly/Monthly Checks of Fire Safety Equipment<br/> "The weekly and monthly tests and checks of all equipment should be carried out in accordance with the relevant parts of Appendix 2 at the end of this report and recorded in the Fire Logbook”</p> <p>“Portable Fire Extinguishing Equipment Maintenance –<br/> Comment: No records found”</p> <p>“There is a fire alarm and detection system with smoke detection in the stairwell, risers and plant areas. There are also heat detectors on the `open` lift landings. The system benefits from a reciprocal link to the commercial units systems which must be tested on a regular basis.</p> <p>We were unable to establish if the lift `grounds` on activation of the fire alarm. This should be investigated and if necessary, install a lift interface.</p> <p>The zone chart beside the Fire Alarm Control Panel is missing and should be replaced.by the</p> |
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|                                                                                       |         |            | <p>maintenance contractors..”</p> <p>The Tribunal were not provided with evidence to confirm the relevant checks were completed, for which this charge is payable. It is expected this information would be readily available given the recording requirements to support checks and maintenance of fire safety equipment.</p> <p>In the circumstances the Tribunal finds the charge to be unreasonable and not payable.</p> |
| Building safety compliance                                                            | £1,005  | £0         | See reasons given for previous year                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>SCHEDULE 3: AFFORDABLE/SHARED: 100% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b> |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| General repairs                                                                       | £2,136  | £0         | See Schedule 1                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>SCHEDULE 5: INSURANCE: 20.80% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b>       |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Building insurance                                                                    | £20,178 | £12,645.22 | See reasons for previous year. The cost allowed is based on the only information available to the Tribunal                                                                                                                                                                                                                                                                                                                   |
| <b>SCHEDULE 6: MANAGEMENT FEES: 14.6% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b>  |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Management fees                                                                       | £24,155 | £0         | See reasons for previous year                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>SCHEDULE 7: SHARED OWNERSHIP: 24.4% PAYABLE BY RESPONDENT TO SUPERIOR LANDLORD</b> |         |            |                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Electricity                                                                           | £10,134 | £10,134    | See reason given for previous year                                                                                                                                                                                                                                                                                                                                                                                           |
| Energy centre costs                                                                   | £4,112  | £0         | See reason given for previous year                                                                                                                                                                                                                                                                                                                                                                                           |
| Water                                                                                 | £1,694  | £0         | See reason given for previous year                                                                                                                                                                                                                                                                                                                                                                                           |
| Engineering insurance                                                                 | £566    | £0         | See reason given for previous year.                                                                                                                                                                                                                                                                                                                                                                                          |
| M&E maintenance                                                                       | £3,579  | £0         | The Applicant has been provided with no information as to what this charge relates. On the basis that this relates to the central boiler system this is disallowed.                                                                                                                                                                                                                                                          |
| M&E repairs                                                                           | £12,165 | £0         | The Applicant had been provided with no information as to what this charge relates to. No invoices had been provided to substantiate the cost or show how it was made up. No evidence of any s20C consultation that might have been required has been provided.                                                                                                                                                              |

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|  |  |  | On the basis that this relates to the central boiler system this is disallowed. |
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