FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**CAM/42UK/LSC/2024/0601**
Property	:	**56 Nightingale, Isleham Marina, Fen Bank, Isleham, Ely, Cambridge CB7 5SL**
Applicant	:	**Mr David Dawson**
Representative	:	**Mr David Hall**
Respondents	:	**(1) Ellen Cave** **(2) River Island Marina Ltd**
Representative	:	**Mr Kratz (solicitor)**
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	:	**Tribunal Judge Stephen Evans** **Mrs Mary Hardman FRICS**
Venue/Hearing date	:	**Cambridge County Court, 2 March 2026**
Date of decision	:	**28 April 2026**

DECISION

DECISION

The Tribunal makes the determinations as set out under the various headings in this Decision.

REASONS

1. Numbers in square brackets are references to pages in the Applicant's bundle (prefaced "A") or the Respondent's bundle (prefaced "R").

Parties

2. The Applicant is Mr. David Dawson. The only Respondent marked on the application is Ellen Cave. At the commencement of the hearing Riverside Island Marina Limited was joined as Second Respondent by consent, the reasons for which are explained below.

The Property

3. This application concerns 56 Nightingale, Isleham Marina, Fen Bank, Isleham, Ely, Cambridge CB7 5SL. It is one of 112 Swedish-style A frame lodges on the site called "Isleham Marina" outlined in yellow on a plan in the bundle (which is not the lease plan) [A108]. There is also an area bounded in blue on the plan, which is said to contain a boat mooring business operated by River Island Marina Ltd ("RIML").

The Application

4. The Applicant Mr Dawson challenges the payability and reasonableness of service charges for the years ending 2021 through to 2024.

The Lease

5. On 2 August 1985, the Applicant was granted a long lease of the property.
6. On page 2 of the Lease, it is stated that the landlord is seised of property which forms part of the landlord's development at Isleham Marina, which development is in part shown on the plan annexed to the lease and is in its entirety called "the Estate" consisting of 106 lodges or thereabouts.
7. Unfortunately, there was no lease before the Tribunal which contained a plan, from which the extent of the "Estate" might be ascertained.
8. By clause 3(i) of the Lease the leaseholder is required to pay a service charge based on a fair proportion of expenditure:

> "As regards the matter in clause 4 hereto to contribute and pay a fair proportion (hereinafter called the service charge) of the costs and expenses incurred by the lessors in carrying out its obligations

hereunder …and the lessor shall be entitled to levy an advance interim service charge in anticipation of and on account of the service charge"

9. It is understood the Application pays 1/112 of relevant costs.

10. By clause 4(b) the landlord is required to maintain repair decorate and renew (i) Estate roads water basins and other common areas and facilities (ii) gas water pipes and electricity cables and wires in under and upon the Estate enjoyed in common and, (iii) boundary walls and fences (of any) of the Estate.

11. By clause 4(c) the landlord covenants to keep common areas roads paths and water basins "shown on the plan annexed" in good condition.

12. By clause 4(e) the landlord covenants to maintain construct or renew all sewage requirements.

13. We note the service charge year is the calendar year.

Background

14. There has been for many years a Residents Association of lodge owners called the Isleham Marina Lodge Owners Association ("IMLOA").

15. In 2002 there was a court action between (1) Henry Cave trading as Riverside Island Marina, as then proprietors of the common parts of the estate known as Isleham Marina and (2) Kenneth Day and Anthony Mears acting for the claimants in the case titled Ashworth and others v Island Marina Limited, and also for the benefit of members of IMLOA [A109].

16. It is not necessary to go into the terms of that agreement because it was clearly only between certain parties to the county court proceedings, and does not bind all lodge leaseholders, nor ostensibly the current parties to these Tribunal proceedings. RIML is now the freeholder.

17. In 2008 another agreement was reached, this time between Mr Cave and the First Respondent on the one part, and IMLOA on the other. By this agreement the parties agreed (amongst other things) that IMLOA would open a new bank account to be completely separate from Mr and Mrs Cave's other accounts for the purpose of receiving all future service charge contributions and monies [A110].

18. IMLOA registered a "formal grievance" with the First Respondent in February 2025 about a number of matters, including her failure to comply with the agreement made in 2008 with IMLOA, which had not allegedly been complied with, because the First Respondent had moved almost £100,000 into a "sole trader account". There is also stated to be concerns about refusal to return excess service charge money since 2021, the reserve fund being higher than a cap in a TP1 contract, the Respondents no longer sending service charge budgets, and a complete denial that IMLOA is a properly constituted entity.

The hearing

19. The Applicant was represented by Mr Hall.

20. The Respondent was represented by Mr Philip Kratz, a solicitor.

21. At the start, RIML was joined as Second Respondent by consent. The First Respondent is a Service Charge Manager. The Second Respondent is the freehold owner of the land, and appears to be the correct successor in title to the landlord under the Lease.

22. The Applicant applied to join other lodge owners as Applicants. However, the application was made late (directions indicated it should have been made by 9 May 2025) and the letters written by the proposed applicants did not satisfy the Tribunal that those persons understood that they might potentially be liable for costs under Rule 13 of the Tribunal Procedure Rules. Whilst the letters asked for the authors to be joined as applicants, they stated "I understand this will NOT incur any costs to myself, as the fee has already been paid, and any other costs will be borne by IMLOA". Mr Hall accepted the authors (who did not appear before us at the hearing) were not told of any potential liability for a costs order under Rule 13.

23. It was further discovered at the start of the hearing that the Respondents had completed their side of the Scott Schedule, but neither party had placed that in their bundles. A copy of the completed schedule was then provided by Mr Kratz. On reading, the Respondents' entries are in the most generic form, and do not condescend to much detail.

24. The Respondents initially indicated they wished to raise a preliminary issue that the lodges were not dwellings, and therefore section 18-30 of the Landlord and Tenant Act 1985 did not apply. Having supplied Mr Kratz and the Applicant with a copy of the UT decision in *Caddick v Whitsand Holiday Park Ltd* [2015] L&TR 16, which holds that the issue of dwelling/building is not only fact sensitive but would appear best determined on expert evidence (rather than on a few photographs, as here), Mr Kratz sensibly withdrew the challenge in order to keep his powder dry for another day.

Substantive issues

- Whether costs were reasonably incurred;
- Whether costs were reasonable in amount;
- Whether the Respondents failed to consult statutorily in respect of some costs.

Discussion and determination

2021

<u>Grounds Maintenance (£19818)</u>

25. The Applicant's case is that there is no evidence of an annual "tender", contract or consultation process for grass cutting. If there is a QLTA, the Applicant contended he should pay no more than £100 (and not £140.60, being his 112th of the total cost).

26. There was also no evidence, he contended, of a reasonable proportional split between the service charge area (yellow) and RIM business area (blue). He suggested 50%.

27. At the hearing, the Applicant through Mr Hall stated he suspected there was a QLTA because he had requested documents relating to this item, but they had not been provided. The Applicant could not point to correspondence indicating any specific requests.

28. The Applicant accepted it was reasonable to incur a cost, but not the amount. He offers £4070. He complained there was no breakdown of the figure of £19,818, and that residential boats also used the area marked green on the plan [A108] where grounds maintenance took place. In relation to weed cutting, the Applicant considers that RIML should also contribute to the cost.

29. There is, we note, a breakdown in the accounts in the "Analysis" section showing a breakdown of the figure of £19,817.77 [R35].

30. We also note:

- The letter from the First Respondent accepting a quotation for part of that breakdown (£15768) which had been given by SJ Harrison Tree Services and Grounds Maintenance [R99, R106], which is stated to be a "contract" for 2021 with payment to be made monthly;
- A quotation by Mr Harrison for £360 [R107], for tree works (also particularised in the accounts [R107]);
- A quotation for £2400 to clean and stain knee rail on road edge [R109] (a sum greater than the accounts figure of £2083.59 [R35]).

31. The Respondents' Scott Schedule entry contends there is no requirement for an annual tender. Mr Kratz represented that the 2 parts of the Respondents' business were kept separate, and there are separate accounts for the RIM business. Mr Kratz said that the boat occupants had no right to use the areas marked in green on the plan at [A108].

32. There is no documentation in the bundle, we note, concerning boat owners' rights, nor any accounts for the RIM business.

33. In the Tribunal's determination, the Applicant's QLTA challenge is based mainly on supposition and not brought on any proper evidential basis. We are unable to find there is a QLTA. What evidence we have [R107] tends to support a case for an annual contract.

34. That quotation for the contract for 2021 in the sum of £15,768 includes hedge trimming, weeding and strimming as well as grass cutting. Whilst it was seemingly accepted by the First Respondent, we have no evidence of any invoices evidencing payment, as opposed to quotations, for this or any of the items under this heading.

35. As for the alleged contribution/proportional split, there is insufficient evidence for the Tribunal to find that the Applicant and other lodge owners are subsiding the RIM business because it makes no contribution towards ground maintenance. Moreover, the Applicant has not been able to demonstrate to the Tribunal what the extent of the "Estate" is under the lease, because no Lease plan has been provided to us.

36. In conclusion, we find:

- There is insufficient evidence of a QLTA;
- There is insufficient evidence that the RIM business benefits from this service charge cost;
- The Applicant accepts a relevant cost would be reasonably incurred in the sum of £4070;
- We are unable to find the relevant cost claimed of £19,818 to be reasonable in amount, given the absence of all the invoices.

37. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £4070 = **£36.33**.

<u>Sewage system £28,876</u>

38. The Applicant contends that there has been no annual competitive tendering, contracting or consultation; no budget forecast or alternative quotes available, hence no transparency; and a failure by the First Respondent to monitor these works.

39. The Applicant accepts that a cost would have been reasonably incurred (he suggests £5140).

40. The breakdown of figures in the accounts are [R35]:

• Stuart King- Sewage Maintenance – Parts and Extras	£5400
• Sewage Pumps & sewage works	£20,440
• Mitchell & Mayle Ltd	<u>£3036</u>
	£28,876

41. As regards sewage maintenance, costing £5400 [R35], the Applicant contends that this cost was incurred at the same time a toilet/shower block was

constructed by the Second Respondent, and he therefore posits that the lodge owners have paid for the Respondents' business costs.

42. The Applicant also challenges the cost of pumps and works at £20,440 [R35], as being:

- Questionable cost for single phase normal discharge pumps;
- No description of make and model of materials;
- No previous intimation by the Respondents that the works would be carried out;
- No supervision by the First Respondent;
- Invoices derive from Cam Drains but payment was made to Mr S King's personal bank account (according to that person) and it is not known why VAT has been applied;
- One of the invoices is duplicated in the sum of £2400;
- This work was also carried out at the same time as the toilet/shower block.

43. The Applicant also contends that some cesspits were emptied, which was not a service charge cost. He also contends some of the charges are for boat waste disposal, and are not a service charge either.

44. Lastly, he contends that 112 boat residents use the shower/toilet block, 24/7, and they should make a 50% contribution to the overall sewage cost.

45. Mr Kratz contended there was no QLTA; that Mr King had started in January 2021 and found pumps failing and requiring upgrading, being half a century old, and at the end of their natural life. All pump chambers were desludged and serviced. £7200 of the cost was catch-up repairs from previous neglect; the other £20,000 was a retainer to the provider of sewerage. There was no cross-sewerage, he said.

46. There was then a debate between the parties as to the extent to the physical sewage system.

47. We note the Cam Drains invoices have not been put in the bundles. An undated quotation from Cam Drains does appear [R123] but is only in the sum of £10,080 inc. VAT.

48. We determine that:

- There is insufficient evidence of a QLTA;
- There is insufficient evidence that the RIM business benefits from this service charge cost, and the extent of the "Estate" is unclear;

49. We are unable to find the relevant cost claimed of £28,876 to be reasonable in amount, given the absence of invoices which was the least the Respondent

might have done. The oral representations from Mr Kratz did not tally with the figures in the accounts.

50. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £5140 = £**45.89**.

Lights and general maintenance (£2144)

51. The Applicant offers £444.

52. As regards road lighting costs of £887, he contends that this should be a shared cost with RIML, hence his offer of £444. There are 11 lighting posts of which the boating residents also derive benefit, because they light access to their boat homes.

53. The Applicant is unable to explain the remaining £1257 of this cost- he complains of a lack of quarterly spreadsheet from the Respondent detailing the cost, despite request.

54. Mr Kratz again represented the RIML business is separate to the service charge accounts, and lighting costs would be separate; he stated that lengths are gone to, in order to ensure there is no "cross-pollution" (as he described it). This had happened since a Tomlin Order was agreed in 1998, predating the Respondent's interest. He did not accept any of the costs were shared costs.

55. In what is something of an evidential desert, at least in documentary terms, the Tribunal must do the best it can. We are prepared to accept the Applicant's evidence concerning lighting costs, and determine a reasonable amount for him to pay would be 1/112th of £444, i.e. £**3.96**.

56. As regards the remainder of the costing, the Respondent has produced no material in support of this costing, and we do not find it reasonably incurred nor reasonable in amount. The Applicant should receive a credit of 112th of £1257 (£11.22).

EON Next electric (£338)

57. The Applicant contends that this charge includes electricity supplied to other areas outside the service charge area, i.e. the toilet/shower block, office, streetlights, and CCTV.

58. When questioned by the Tribunal, Mr Hall did not know whether this was the case but only had a suspicion, based on a single incident when the electricity supply to both areas had cut out.

59. He also contended that it is a shared facility for the benefit of both lodge owners and RIML combat so there should be a 50% contribution from the Respondents of the shared cost.

60. Mr Kratz contended that the electricity supplies to the service charge are and the RIM business are entirely separate.

61. The Tribunal is unable to determine whether the relevant cost covers areas outside of the "service charge area", since the ambit of "Estate" for which the Respondents may recharge relevant costs is unclear. Nor is the Tribunal, on the basis of poor evidence on both sides, able to decide whether the Applicant's contentions of shared costs is to be preferred to the representations of the Respondents.

<u>Site Insurance (£1208)</u>

62. The Applicant contends this insurance is solely for the Respondents' RIM business, and is not relevant to the common areas, covering the toilet/shower block, equipment, and product liability.

63. Mr Hall contended that there was an invoice provided in 2023 which shows the insurance was for RIML matters only, but this was not in the bundle.

64. Mr Kratz contended that clause 3(i) of the Lease entitles the landlord to recover the costs of insurance.

65. The Tribunal determines that the Respondents may not recover the cost of site insurance as a service charge, as it is not within the service charge machinery of the lease: it is not a matter of quiet enjoyment (clause 4(a)), nor maintenance repair decoration construction or renewal (clauses 4(a) and (e)), nor keeping in good condition (clause 4(c), nor the payment of water rates (clause 4(d)), nor concerning the grant of other leases (4(g)).

66. Objectively, the parties to the lease's intention was that the above matters in clause 4 might be recoverable by way of a fair and reasonable proportion; it was for the parties to make their own arrangements as to insurance.

67. We note the prohibition on any act by the lessee which might render void or voidable any policy of insurance on any lodge or on any part of the Estate, but this alone does not mean the landlord can recover any insurance premium through the service charge.

68. Accordingly, we determine that the Applicant's proportion of £1208/112 (**£10.79**) is irrecoverable.

<u>Management fees (£10,368)</u>

69. The Applicant seeks the reimbursement of £1034 being the wages of an administrator named Sabrina, postage, stationer, and equipment which “appear to have been paid from the service charge to…RIM Ltd”.

70. Mr Kratz did not address this point in submissions.

71. We therefore prefer the Applicant’s evidence and deduct his proportion, being **£9.23** (£1034/112).

<u>Legal fees (£430)</u>

72. The Applicant contends that the Lease does not allow for recovery of legal fees within clauses 3(i) and 4. He is also unclear what the charge was for.

73. Mr Kratz was unable to assist the Tribunal as to the reason for the cost.

74. The Tribunal determines that the Respondents may not recover the cost of any legal fee as a service charge, as it is not within expressly stated within the service charge machinery of the lease, nor is there evidence that this cost might even be indirectly linked to any of the matters in clause 4.

<u>Accountancy (£1920)</u>

75. The Applicant contends that the lease does not allow for recovery of accountancy fees in clauses 3(i) and 4. He also complains the company used was not the auditors voted for at the AGM, and that the accounts are not audited anyway. Lastly, he contends the company is not independent since they are used by RIML.

76. Mr Kratz relied solely on clause 3(i).

77. In the Tribunal’s determination objectively the parties are likely to have considered the cost of simple unaudited service charge accounts to be recoverable as a service charge item although not expressly stated in clause 4, since:

    - The parties were aware the site contains 106 lodges at the time of the lease: see page 1 thereof;
    - The leases granted are to be in identical form: clause 4(f);
    - The leases require a fair and reasonable proportion from each leaseholder, which might not necessarily be an equal split: clause 3(i);
    - Any disagreement about proportion might require a surveyor’s input: ditto;
    - The Estate is large (even if it covers only the yellow area as the Applicant contends);

- There are likely to be multiple relevant costs to be tallied, given the scope of clause 4.

78. There is nothing in principle objectionable to a management company employing a company it owns or is involved in to provide services: *Skilleter v Charles* (1991) 24 HLR 421.

79. Accordingly we determine the cost of accounts was reasonably incurred, and being £17.14 for the Applicant, we consider this was reasonable in amount.

<u>Sundries (£1261)</u>

80. The Applicant challenges 2 matters: pest control at £204, and skips at £897.

81. As to the first (mole control), the Applicant says this was outside the service charge area. As to the second, the Applicant complains of a lack of invoice, and that it should be a shared cost with RIML.

82. The Tribunal determines this challenge, as pleaded, against the Applicant. First, the Applicant is unable to define the Estate area by reference to the Lease. As to the second cost, the Applicant did not advance any case about skips in argument at the hearing. The Tribunals' note discloses that the Applicant was concerned only about stationery (and there being no invoice).

<u>Entrance Gate (£216)</u>

83. The Applicant corrected the sum to £216 from the Scott Schedule entry of £341.

84. The Applicant complaints that SIM cards were paid for in relation to the entrance gate, but such payment should not have been incurred as the gate was not operational, and no SIM cards have ever been supplied to the lodge owners. There is an additional contention that payment has been made by the Respondents from service charge funds to RIML.

85. The Tribunal was able to clarify that this gate is situated on the west side of the yellow area on the plan [A108] at a point where the road crosses the River Lark, enabling a person to turn either left (north) or right (south) along estate roads to gain entry to the lodges.

86. Mr Kratz contended that this was all part of routine servicing, being part of maintenance of estate roads, bearing in mind the need to ensure a reasonable degree of security. He admitted he was not able to gainsay the Applicant's contentions, although he said the Respondents had tried to get the gate fixed.

87. The Tribunal prefers the Applicant's evidence that the cost of SIM cards was not reasonably incurred in the circumstances, and we disallow his proportion of this cost (£216/112 = **£1.93**).

Toilet/shower block connected to lessee's sewage system

88. The Applicant does not challenge a specific cost, because he cannot identify it.

89. His complaint is that the Respondents, having built the toilet/shower block for their RIM business serving the 112 boat residents decided to connect it to the service charge payers' sewage system, rather than being specifically constructed separately for the boat business; and that the First Respondent then arbitrarily decided to contribute only the equivalent of 1 lodge owner's worth of contribution.

90. The Applicant's contention is that the 112 boat residents who utilise this facility 24/7 should pay about 50% of the total sewage costs levied to leaseholders. The Applicant requests an external audit being commissioned to quantify the correct and fair equal proportion.

91. Mr Kratz did not accept that the toilet block was connected to the leaseholders' sewage system. There is a separate closed system, he said.

92. The Tribunal has insufficient material upon which to determine this issue, in the face of both parties diametrically opposed positions. Notice the Tribunal have the jurisdiction to order an external audit.

Inadequate contribution from Respondents to service charges (£3300)

93. The Applicant contends that there are 4 floating lodge owners (which are also leasehold) who had paid for 10 years previously the same service charge amounts as the 112 lodge owners. However, he contended, in 2021 the First Respondent arbitrarily decided for this contribution to be paid to her, her family, and her business, thereby increasing the proportional amount the lodge owners were left to pay into the service charge.

94. The Applicant contends that 3 of the leaseholders have a reduced service charge cap at £300, negotiated with the Respondents.

95. The Applicant contends this issue was raised in correspondence in February 2023 [A119].

96. Mr Kratz stated that he was unaware what the First Respondent did in February 2023 and that she has had some mental health difficulties throughout these proceedings. He admitted he had not seen any written lease for the floating lodges.

97. The Tribunal does not have sufficient evidence to make a determination on this issue. The starting point would be to see the leases for the floating lodges in order to determine whether or not they pay a service charge and for what. Moreover, we would need much more detailed evidence about the proportion which the floating lodge leaseholders might be expected to pay.

Shortfall/missing monies

98. The Applicant refers to a spreadsheet, which we have not seen, showing a total of £15,000 transferred from the "normal day-to-day bank account" to the "reserve/sinking fund" during the year 2021; yet the accounts from Price Bailey show only a £10,000 transfer [A32, A34].

99. The Applicant was asked to show the Tribunal where on the papers this discrepancy was manifest, but he was unable to do so.

100. Accordingly, the Tribunal is unable to determine that there is any shortfall in the sinking fund/reserve.

2022

Grounds maintenance (£22,657)

101. The parties' contentions were the same as for 2021.

102. The Tribunal notes the quotations for this year [R105, R110-113, 116] and the invoices for tree felling and month's ground maintenance [R117-118].

103. The Tribunal further notes the figure in the accounts is £18720 [R45], and there is no breakdown of that sum.

104. The Tribunal makes the same determination as for 2021, save for the figures.

105. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £2937 = **£26.22**.

Sewage costs (£12660)

106. The Applicant offers £4510.

107. The parties' contentions were the same as for 2021.

108. We note a quotation by email from Mr King for "the maintenance of the drainage network system in 2022" at £600 pcm.

109. The Tribunal makes the same determination as for 2021, save for the figures.

110. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £4510 = £**40.27**.

Lighting (£10,648)

111. The Applicant offers £444.

112. The parties' repeat their submission's for 2021, save as to figures.

113. We are prepared to accept the Applicant's evidence concerning lighting costs for the same reasons as under 2021, and determine a reasonable amount for him to pay would be 1/112th of £400, i.e. £**3.57**.

EON Next electric (£3175)

114. The parties repeat their submissions for 2021, save as to figures.

115. The Tribunal notes the almost tenfold increase on the previous year.

116. Nevertheless, the Tribunal makes no determination in favour of the Applicant, for the same reasons as under 2021.

117. Further the Tribunal has no jurisdiction to order an independent audit as requested.

Site Insurance (£1393)

118. The parties repeat their submissions for 2021, save as to figures.

119. The Tribunal makes the same findings as under 2021.

120. Accordingly, we determine that the Applicant's proportion of £1393/112 (**£12.44**) is irrecoverable.

Management fees (£10,242)

121. The Applicant contends this should be 15% of the monies received, paid into the service charge account, but as one payer is in arrears, the amount should be reduced by 112th In this regard, the Applicant appears to rely on the terms of the agreement dating from 2002 [A109].

122. He also contends that £500 should be reduced for stationery, postage and equipment which ought to be covered in the management fee.

123. The Tribunal determines that the agreement of 2002 is not binding on all leaseholders, does not constitute a variation of the lease, and is a personal agreement between the parties thereto. Accordingly we cannot make a deduction of 112th on the grounds of an unidentified leaseholder not having paid their contributions.

124. The Applicant has not directed the Tribunal to any document which shows that £500 has been spent on stationery, postage and equipment.

125. Accordingly, this challenge is dismissed.

Accountancy (£2400)

126. The parties repeat their 2021 submissions, save as to figures.

127. The Tribunal makes the same determination as under 2021. Accordingly we determine the cost of accounts was reasonably incurred, and being £21.43 for the Applicant, we consider this was reasonable in amount.

Sundries (£1098)

128. The parties repeat their submissions under 2021, save as to figures.

129. The Tribunal determines this challenge, as pleaded, against the Applicant for the same reasons as under 2021.

Entrance Gate

130. The Applicant does not challenge any costing, but has included the item in the Scott Schedule "as It is not known what, and how much any cost may be/are, as no paperwork provided."

131. We note the accounts contain no figure for this item for 2022 [R45].

132. Therefore we make no determination, on the grounds there was no obvious charge to the Applicant.

Inadequate contribution from Respondents to service charges (£3720)

133. The parties repeat their submissions as in 2021.

134. The Tribunal does not have sufficient evidence to make a determination on this issue, for the same reasons as under 2021.

2023

Grounds maintenance (£19626)

135. The Applicant offers £3406.

136. The parties' contentions were the same as for 2021.

137. The Tribunal further notes the figure in the accounts is £19380 [R58], and there is no breakdown of that sum.

138. The Tribunal makes the same determination as for 2021, save for the figures.

139. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £3406 = **£30.41**.

Sewage costs (£9500)

140. The Applicant offers £4000.

141. The parties' contentions were the same as for 2021.

142. The Tribunal makes the same determination as for 2021, save for the figures.

143. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £4000 = **£35.71**.

Lighting (£674)

144. The Applicant offers £300.

145. The parties' repeat their submission's for 2021, save as to figures.

146. We are prepared to accept the Applicant's evidence concerning lighting costs for the same reasons as under 2021, and determine a reasonable amount for him to pay would be 1/112th of £300, i.e. £**2.68**.

EON Next electric (£2541)

147. The parties repeat their submissions for 2021, save as to figures.

148. The Tribunal makes no determination in favour of the Applicant, for the same reasons as under 2021.

Site Insurance (£1598)

149. The parties repeat their submissions for 2021, save as to figures.

150. The Tribunal makes the same findings as under 2021.

151. Accordingly, we determine that the Applicant's proportion of £1598/112 (**£12.27**) is irrecoverable.

Management fees (£11850)

152. The parties repeat their submissions as under 2022, save as to figures.

153. The Tribunal makes the same determination for the same reasons as under 2022.

Accountancy (£2640)

154. The parties repeat their 2021 submissions, save as to figures.

155. The Tribunal makes the same determination as under 2021. Accordingly we determine the cost of accounts was reasonably incurred, and being £23.57 for the Applicant, we consider this was reasonable in amount.

Sundries (£978)

156. The parties repeat their submissions under 2021, save as to figures.

157. The Tribunal determines this challenge, as pleaded, against the Applicant for the same reasons as under 2021.

Entrance Gate (£1876)

158. We note the accounts contain no figure for this item for 2023 [R58].

159. Therefore we make no determination, on the grounds there was no charge to the Applicant.

Inadequate contribution from Respondents to sewage charges (£3930)

160. The parties repeat their submissions as in 2021.

161. The Tribunal does not have sufficient evidence to make a determination on this issue for the same reasons as under 2021.

Inadequate contribution from Respondents to service charges (£3720)

162. The parties repeat their submissions as in 2021.

163. The Tribunal does not have sufficient evidence to make a determination on this issue for the same reasons as under 2021.

2024

Grounds maintenance (£23468)

164. The Applicant offers £6245.50.

165. The parties' contentions were the same as for 2021.

166. The Tribunal further notes the figure in the accounts is £19380 [R58], and there is no breakdown of that sum.

167. The Tribunal makes the same determination as for 2021, save for the figures.

168. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £6245.50 = **£55.76**.

Sewage costs (£12660)

169. The Applicant offers £6206.

170. The parties' contentions were the same as for 2021.

171. We note a quotation by email from Mr King for "the maintenance of the drainage network system in 2022" at £600 pcm

172. The Tribunal makes the same determination as for 2021, save for the figures.

173. Rather than finding no cost is payable, which would be open to us on the paucity of the Respondent's evidence, we determine that the reasonable cost payable by the Applicant is his offer of 1/112th of £6206 = **£55.44**.

EON Next electric (£2396)

174. The parties repeat their submissions for 2021, save as to figures.

175. The Tribunal makes no determination in favour of the Applicant, for the same reasons as under 2021.

Site Insurance (£2206.30)

176. The parties repeat their submissions for 2021, save as to figures.

177. The Tribunal makes the same findings as under 2021.

178. Accordingly, we determine that the Applicant's proportion of £2206.30/112 (**£19.70**) is irrecoverable.

Management fees (£27,611)

179. The parties repeat their submissions as under 2022, save as to figures.

180. The Tribunal makes the same determination for the same reasons as under 2022.

Legal fees (£360)

181. The parties repeat their submissions as under 2021, save as to figures.

182. The Tribunal makes the same determination for the same reasons as under 2021.

Accountancy (£2640)

183. The parties repeat their 2021 submissions, save as to figures.

184. The Tribunal makes the same determination as under 2021. Accordingly we determine the cost of accounts was reasonably incurred, and being £23.57 for the Applicant, we consider this was reasonable in amount.

Sundries (£893)

185. The parties repeat their submissions under 2021, save that only pest control and skips costs are challenged.

186. The Tribunal determines this challenge, as pleaded, against the Applicant for the same reasons as under 2021.

Entrance Gate (2367)

187. The Applicant offers £1183.50.

188. We note the accounts contain no figure for this item for 2022 [R58].

189. Therefore we make no determination, on the grounds there was no charge to the Applicant.

Inadequate contribution from Respondents to service charges (£3930)

190. The parties repeat their submissions as in 2021.

191. The Tribunal does not have sufficient evidence to make a determination on this issue for the same reasons as under 2021.

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192. Mr Kratz indicated to the Tribunal that the Respondents would not seek to put any costs in relation to the instant proceedings through the Applicant's service charge account.

193. On the basis of that concession, the Tribunal does not make any order on the Applicant's application under these provisions.

Conclusions

194. The parties are thanked for their sensible approach in the hearing and assistance to the Tribunal.

195. The parties are reminded that this decision binds only the current parties, and if future challenges are made, better evidence will be required than the evidence with which this Tribunal has had to grapple.

Name: S J Evans **Date:** 28 April 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).