FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AW/LSC/2026/0084**
Property	**:**	**4A Meriden Court, 54-64 Chelsea Manor Street, London, SW3 3TT.**
Applicant	**:**	**Meriden Court FH Ltd**
Representative	**:**	**Mr Carter of counsel**
Respondent	**:**	**M.A,Christo**
Representative	**:**	**None**
Type of application	**:**	**Determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Mr R Waterhouse FRICS** **Ms J Dalal**
Venue	**:**	**10 Alfred Place, London, WC1E 7LR**
Date of hearing/ decision	**:**	**17 July 2026**

DECISION

Decisions of the Tribunal

(1) The Respondent’s challenges against various service charges for 4A Meriden Court, 54-64 Chelsea Manor Street, fail and the service charges demanded remain undisturbed by the tribunal.

(2) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 and the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

Background

1. The Applicant / Claimant, Meriden Court Freehold Ltd issued proceedings in the County Court against the Respondent on 16 September 2024 which included a claim for Service Charges in the sum of £21,969.37.

2. The Applicant is the landlord of residential premises known as and situated at 4A Meriden Court, 54-64 Chelsea Manor Street, London, SW3 3TT.

3. The Respondent is a tenant of the Premises pursuant to a long residential lease dated 22 August 2005 and made between (1) The Earl of Cadogan, and (2) Cadogan Holdings Limited and (3) Rosalind Matilda Lennox for a term of 117 years and six months.

4. A defence was filed which sets out various items of Service Charge that are disputed.

5. On the 28 August 2025 the Court made an order transferring the case to the tribunal. Despite the terms of the court order, the tribunal will only deal with the claim for Service Charge.

6. The tribunal issued Directions on the 13 February 2025 amended 29 June 2026. The tribunal ordered that the Applicant must by 13 March 2026 deliver to the Respondent the following documents

A full breakdown of the charges claimed to the proceedings

Service Charge accounts for the periods in question

Copies of all relevant demands

7. The tribunal ordered the Respondent by 17 April 2026 deliver to the Applicant and to the tribunal a schedule in the form attached to the directions setting out which terms of Service Charge are disputed and why.

8. The Applicant must by 15 May 2026 deliver to the Respondent and to the tribunal the schedule completed by the Respondent with the Applicant's response.

9. Additionally, that witness statements must be delivered to the other party by no later than 26 June 2026.

10. The Respondent does not seek an order pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

The Property

11. The subject property a studio flat located at basement level, in a 1930s block located in Chelsea Manor Street which comprises around 60 flats which are studio or one bedroom in nature.

Preliminaries/Representation

12. The tribunal was attended by Mr Carter of counsel representing the Applicant Meriden Court Freehold Limited. Mr Carter was accompanied by Ms Carlon a Director of the management agent, Principia Estates & Asset Management Ltd. The Respondent M.A. Christo represented himself.

13. The tribunal had the benefit of a bundle of some 374 pages and a further supplemental bundle of 231 pages. Additionally, the Applicant's counsel supplied a skeleton argument of three sides.

14. At the start of the hearing, the Respondent had a challenge with accessing the papers. The tribunal allowed a short adjournment for the Respondent to gain WI-FI connection and to access the papers, namely the Bundle, Supplementary Bundle and Applicant’s Skeleton argument.

15. Upon return the Respondent raised concerns that he felt certain key documents, that he had asked to be placed in the Bundle were missing and that the Skeleton argument had only been received by him by email at 6:20pm the previous evening.

16. The tribunal provided a further adjournment for the parties to attempt to confirm whether or not the key documents were contained in the Bundle and Supplementary Bundle and for the Respondent to familiarise himself with the skeleton argument.

17. Upon return the parties agreed that the relevant documents were contained in the respective Bundles and the Respondent had read the skeleton argument. The Respondent further confirmed that he was content to proceed with the hearing.

Opening statement

18. The parties were invited to give a short opening statement.

19. The Respondent identified he had bought his flat in 2013 from Cadogan who were the freeholders at the time, at that time the property was managed by Parkgate Aspen. The block is described as 1930s, and the subject property is a studio flat of around 22 m2 in size.

20. The Applicant explained that their case was essentially that they seeking around £21,000 in arrears of service charge originally sought at county court and now for the payability and reasonableness of these service charges transferred to the First-tier tribunal.

21. That the tribunal had set out directions [160/374] requiring the Respondent to set out their specific challenges by way of a Scott Schedule. However, the Respondent's response had not amounted to a Scott Schedule nor contained challenges to any specific service charges. In particular the freehold had been bought in 2022 by a company comprising the leaseholders and the managing agents changed in 2022 to the current ones, so detailed knowledge of previous events were not available.

The Lease

22. The full lease is contained in the supplemental Bundle at [186/374].

The Law

23. The law is contained within the Landlord and Tenant Act 1985 with relevant authorities.

24. Section 18 of the Landlord and Tenant Act 1985 ("the Act") defines the concepts of "service charge" and "relevant costs":

> *(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—*
> *(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and*
>
> *(b) the whole or part of which varies or may vary according to the relevant costs."*
>
> *(2) The relevant costs are the costs or estimate costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with matters for which the service charge is payable."*

25. Section 19 gives this tribunal the jurisdiction to determine the reasonableness of any service charge:

> *"(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—*
>
> *(a) only to the extent that they are reasonably incurred, and*
>
> *(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly."*

26. The Supreme Court has recently reviewed the approach that should be adopted by Tribunals in considering the reasonableness of service charges in Williams v Aviva Investors Ground Rent GP Ltd [2023] UKSC 6; [2023] 2 WLR 484. Lord Briggs JSC (at [14]) recognised that the making of a demand for payment of a service charge will have required the landlord (or manager in this case) first to have made a number of discretionary management decisions. These will include what works to carry out or services to perform, with whom to contract for their provision and at what price, and how to apportion the aggregate costs among the tenants benefited by the works or services. To some extent the answers to those questions may be prescribed in the lease, for example by way of a covenant by the landlord to provide a list of specified services, or by a fixed apportionment regime. But even the most rigid and detailed contractual regime is likely to leave important decisions to the discretion of the landlord. A landlord is contractually obliged to act reasonably. This is subject to this Tribunal's jurisdiction under the 1985 Act to determine whether the landlord acted reasonably (see [33]).

27. The Tribunal highlights the following passage from the judgment of Martin Rodger KC, the Deputy President, in Enterprise Home Developments LLP v Adam [2020] UKUT 151 (LC) at [28]: "Much has changed since the Court of Appeal's decision in Yorkbrook v Batten but one important principle remains applicable, namely that it is for the party disputing the reasonableness of sums claimed to establish a prima facie case."

The Issues / discussion

28. The Respondent's issues are set out [164/374]

Historically disputed Service Charges

Respondent's position

29. From the Respondent's statement [164/374], there are two areas of dispute;

A. Service Charge – Opening Bal. Parkgate Aspen Amount £8,092.03 Date 11 Mar 2022

B. B Reserve Charge – Opening Bal. Parkgate Aspen Amount £3,002.00 Date: 11 Mar 2022.

30. The Respondent said that these amounts related to services charges demanded from the point of ownership namely 2013 and continued to March 2022. They arise from a period of time before the existing managing agents were in place and that the existing managing agents have little or no knowledge of what happened or was agreed prior to their taking over. The Respondent says it is for the current managing agents to bring forward evidence to disprove the Respondent's position. The Respondent further contends that he did not receive demands or all the expected demands during this period and so by virtue of the Landlord and Tenant Act 1985 Section 20B the landlord is time limited to make demands.

31. Notwithstanding this the Respondent contends that there is a 12-year rule on limitation of recovery of service charges.

32. The Respondent contends that the previous managing agents prior to March 2022 did not take him to tribunal or seek to reclaim debt because, there was no debt to recover.

33. The Respondent described a number of incidents both verbally and in his written submissions where it is alleged that actions by the landlord had impacted on the quiet enjoyment of the property for which it is alleged that compensation was promised or paid. An example being the need to vacate and seal the property to allow contractors to remove asbestos from the boiler room.

34. In summary the Respondent contends that various alleged issues that arose pre-March 2022 that impacted on the Respondent's quiet enjoyment of his property were agreed to be compensated to the extent that this nullified the service charge.

Applicant's position

35. The Applicant took the tribunal to service charge statements that showed credits had been made in respect of issues around the boiler.

36. The Applicant contended that it is common ground that the limitation period for enforcement is 12 years. The claim relates to charges that date back only to 2017.

37. The Applicant submits that service charge arrears were in the amount of £844.68 as of 17 May 2018 [197/374]. Since that time, the reserve arrears were in the amount of £214 [196/374], giving a total of £1,058.68. Since that time until 15 March 2019, £1000 was paid by the Respondent in £100 increments, and a credit in the amount of £1,630.13 was given on the reserve. Accordingly, arrears that pre-dated 2017 had been cleared by those payments and credits.

38. In respect of the alleged breach of covenant, on 16 February 2018, a credit of £6250 was issued to the Respondent with a note on the debtor history report showing "Major Works – Boilers credit as agreed". The Applicant notes that as far as the noise and nuisance from the works is concerned, evidence is that a credit of £700 was applied [227/374]. The Applicant says there is no evidence that any agreement was in fact reached on the level of compensation. The last correspondence on the issue is from Parkgate Aspen dated 26 October 2017, which sought a copy of the Tenancy agreement presumably to verify the claim for lost rental income.

39. The Applicant notes that it must be the Respondent's case that there was an agreement with Parkgate Aspen in 2018 to compensate him beyond the credits already referred to-and as far as they were concerned is a matter settled and accordingly outside the jurisdiction of the tribunal per s27A(4) , if it fell within the jurisdiction of tribunal at all.

Tribunals analysis and decision

40. The tribunal is concerned with the payability and reasonableness of service charges. The Respondent's issues are an amalgamation of service charges demanded in a period pre–March 2022 and are set to be offset by a number of alleged agreements with the then managing agents, for certain issues alleged in the pre-March 2022 time.

41. The tribunal only has jurisdiction to make determinations over part of this issue, namely were the service charges demanded by the managing agent prior to March 2022 payable and reasonable. Whether there was offset, to what extent and whether the alleged agreements were honoured or corrected administered is outside the jurisdiction of this tribunal.

42. In respect of the contention that no or inadequate service charge demands were received during the 2013 to March 2022 period and that it was for the Applicant to prove they were correctly sent. The onus of proof is on the Respondent to show or make contentions as to why they may have been treated differently from others in the receiving of the demands. No such contentions or evidence has been provided.

43. In respect of the Landlord and Tenant 1985 section 20 B the requirement for service charges to be demanded within 18 months of the date of incurring the charge, the consideration in the paragraph immediately above applies.

44. The tribunal has received no evidence of specific service charges in terms of date demanded, amount, composition or challenges on reasonableness or payability on any service charges prior to March 2022. The Respondent contended the burden of proof rests with the Applicant to prove. The tribunal says that it is for the party disputing the reasonableness of sums claimed to establish a prima facie case. No such evidence has been submitted. The tribunal does not disturb the pre-March 2022 service charges.

Principia (New Management Service Charges) [166/374]

Service Charges 25 December 2022 to 24 December 2023. £3363.48.

Respondent's position

45. The Respondent says that money was paid to the Applicant that was not credited against the service charge arrears and so the amount claimed was artificially high. The Respondent says that he paid sums that totalled over time £3450 that are not accounted for.

46. Respondent says that he has paid £3450

Applicant's position

47. Applicant says that from May to October 2024 no payments were made. A sum of £150 per month was placed in a "suspense account" the purpose of which was to preserve the freeholder's ability to undertake forfeiture proceedings.

48. In terms of the challenge relating to gas and electricity, the Applicant notes the accounts for ending 31 December 2022 show the amount budgeted for gas and electricity was £40,000 but the amount actually incurred was £80,684.

49. The Applicant notes [111/374] show the arrears of £21,855.19 as at 19 January 2024.

Tribunal's analysis and decision

50. The tribunal has received no evidence of specific service charges in terms of date demanded, amount, composition or challenges on reasonableness or payability on any service charges prior to March 2022. The Respondent contended the burden of proof rests with the Applicant to prove. The tribunal says, that it is for the party disputing the reasonableness of sums claimed to establish a prima facie case. No such evidence has been submitted. The tribunal does not disturb the pre-March 2022 service charges.

Reserve Charges from 25 December 2022 to 24 December 2023. Amount £2500.00

Respondent's position

51. The Respondent says the freeholders were planning to add additional floors on top of the existing building. The Respondent contended that the existing 1930s block would need to be refurbished in order to accommodate the proposed additional flats.

52. The Respondent believes that the reserve monies being collected are in excess of what is required to maintain the building and are being collected and accumulated for the purpose of enhancing the building beyond maintenance, in preparation for building new additional flats.

Applicants position

53. The Applicant called Ms Carlon, of the managing agents Principia as witness. She said that after the purchase of the freehold and the appointment of Principia as the managing agent there was concern that the property had been under maintained. The managing agents instructed a chartered surveyor to undertake a survey and formulate a schedule of maintenance over the next few years and to identify how much money was required to be in the reserve account to fund this. The outcome of this exercise was that a figure of three million was required and that the reserve contributions would need to increase to address this shortfall.

54. The Respondent explored in questioning whether the reserve fund increase was caused by the desire to upgrade the building with a view to add the additional flats. Ms Carlon stated that although the potential to facilitate the additional flats were considered as a way of mitigating the actual reserve fund deficit, the idea of adding additional flats had been circulated earlier. Ms Carlon said that the block needed substantial

works to bring it up to standard, the lifts needed upgrading and internal and external works were needed. At present there are not enough funds in the reserve fund to do these works, and one option that has been considered is to add extra flats- and any additional revenue could then be used to carry out the works. She however stressed that although this was discussed at present all funds being accumulated for the Reserve Fund are strictly for the maintenance of the block.

Tribunals analysis and decision

55. There was no challenge on whether the lease permitted the collection of monies for a reserve fund, and the tribunal makes no finding on this.

56. A reserve fund is designed to smooth out the peaks and troughs of service charge expenditure on major predicable items. The evidence from Ms Carlon was that the previous agents had not collected sufficient monies for this, additional evidence was that the current managing agents had taken professional advice in order to mitigate this position.

57. The Respondent submits no detail evidence in his challenge other than the amount is unreasonable given that he has a studio flat. The Applicant's witness stated that all the properties in the building were either studio or one bedroom, so the charge had been reasonably allocated out in accordance with the lease provisions.

58. The tribunal finds no evidence to suggest that the amount aimed at for the reserve fund £3,000,00 is unreasonable and that it had been inflated for reasons beyond that of the purposes permitted under the lease.

59. The tribunal therefore does not disturb the amount demanded for this item. Which is at [73(e) and is £2500.00.

End of year balancing Charge 2022 Amount £933.70

60. The Respondent says that the placing of money in the suspense account caused the amount of debt to be inflated. The inclusion of the money on the suspense account would have removed the deficit caused by the balancing charge.

61. The Applicant says the balancing charge is allowed and reasonable. That the balancing charge is the difference between the monies actually spent in the year ending 31 December 2022 and the budget collected in advance for the year ending 31 December 2022.

62. In this case the amount is £933.70.

Tribunal analysis and decision

63. The tribunal says that there has been no specific challenge to the reasonableness of the balancing charge. Such a charge is the arithmetic produce of the budget and actual service charges. No specific challenges have been made to either of these and so the tribunal leaves the balancing charge undisturbed.

Application for section 20C and para 5A schedule 11

64. No application had been made under these grounds by the Respondent within his Application Form, or subsequent written submissions. The Respondent did however make an application at the end of the hearing for an Order under section 20C and para 5A.

65. The Respondent noted that he was a litigant in person, and that the Applicant had in their view failed to provide proof that the service charges were properly demanded or were reasonable.

66. The Respondent contended additionally that he had been disadvantaged by the inability to access the supplementary bundle and the late receipt of the Applicant's skeleton argument at 6:20pm the evening before the tribunal hearing.

67. The Applicant objects to an Order under section 20C and paragraph 5A.

68. The tribunal says the Respondent has not been successful on any of the grounds of his challenge and as a result an Order under section 20C or para 5A would be inappropriate. No Order is made.

Chair: Waterhouse FRICS

Date: 17 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).