FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/29UG/LIS/2025/0012
Court Claim no.	**:**	K6QZ80W3
Property	**:**	Flat 8 Heritage Court, 74 Darnley Road, Gravesend, Kent DA11 0SE
Applicant	**:**	74 Darnley Road RTM Company Limited
Representative	**:**	Martin Young of counsel instructed by Carbon Law Partners
Respondent	**:**	Miss Ranjit Hackman (also known as Miss Ranjit Buparai)
Representative	**:**	
Type of application	**:**	Transferred Proceedings from County Court and other applications in relation to service charges and dispensation
Tribunal Members	**:**	Tribunal Judge E Bowden Tribunal Member M Williams
Venue	**:**	Ashford
Date of Hearing	**:**	05 May 2026
Date of decision	**:**	23 July 2026

DECISION

This is a formal order of the Tribunal which must be complied with by the parties.

Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

Summary of Decision

(1) **The Tribunal determined that the service charges as demanded for the service charge years 2019/2020/2021/2022/2023 were payable and reasonable.**

Service Charge Year	Service Charge Demanded
2019	**£ 1,527.72**
2020	**£ 1,360.00**
2021	**£ 1,277.90**
2022	**£ 1,277.90**
2023	**£ 1,320.00**

(2) **Sitting as a Judge of the County Court, I dismissed the counterclaim.**

(3) **Sitting as a Judge of the County Court, I determined statutory interest up to and including 23 July 2026 was payable in the sum of £994.54**

(4) **Sitting as a Judge of the County Court, I determined the Respondent should pay the Applicant's costs summarily assessed in the sum of £877 inclusive of VAT and disbursements.**

Procedural background

1. On/around 17 May 2023, the Applicant issued a claim in the County Court K6QZ80W3, for outstanding service charges. It should be noted that separate proceedings were issued by George Lloyd Limited under claim number L5PP7706. George Lloyd is the freeholder of Heritage Court, 74 Darnley Road, Gravesend, Kent DA11 0SE.
2. On/around 01 March 2025, the Respondent filed a defence and counterclaim. There were some procedural issues within K6QZ80W3 at the County Court. For the purposes of this decision, the defence and counterclaim were accepted by the County Court.

Transfer Order

3. On 23 June 2025, claim K6QZ80W3 was transferred to the Tribunal by Order of District Judge OmoRegie dated 23 June 2025 (drawn on 18 July 2025). The terms of the County Court were as follows:

2. The case be transferred to the First-tier tribunal, Havant Justice Centre, The Court House, Elmleigh Road, Havant, P09 2AL (Southern Region), to resolve all matters within the jurisdiction of the Tribunal.

3. All or any remaining proceedings shall be disposed of by a Tribunal Judge sitting as a County Court Judge, exercising the jurisdiction of a District Judge under section 5(2)(t) and (u) of the County Court Act 1984, as amended.

4. No order as to costs in the application.

4. For the sake of clarity, as a result of amendments made to the County Courts Act 1984, First-tier Tribunal Judges are also Judges of the County Court. This means that, in a suitable case, the Tribunal Judge sitting as a County Court Judge can decide the issues that would otherwise have to be separately decided in the County Court.

5. Therefore, in determining these proceedings, the Chair Tribunal Judge has also determined those issues falling outside the Tribunal's jurisdiction, sitting as a County Court Judge. For convenience, the reasons for both the Tribunal's determinations and County Court determinations are set out in this document; they are separate determinations and clearly identified as such. The formal County Court orders themselves are contained in a separate County Court order.

Scope of jurisdiction

6. In this case given the wording in the transfer order paragraphs 2 and 3 the Tribunal sitting as a tribunal must determine matters under tribunal jurisdiction, namely the determination of the reasonableness and payability of the service charges in dispute.
7. Separately the Chair Tribunal Judge sitting as a Judge of the County Court can proceed to determine matters that fall within the County Court Jurisdiction.
8. Once all decisions/findings have been made, the Chair Tribunal Judge sitting as a Judge of the County Court can proceed to make consequential orders that stem from the Tribunal decision and the County Court jurisdiction. The County Court orders are made in a separate order to this decision.

Tribunal directions

9. On 05 December 2025, there was a directions hearing.

    a. Under paragraph 21 the Applicant was directed to send to the Respondent and the Tribunal:

i. A signed and dated statement with a statement of truth (i.e. "I believe that the facts stated in this statement are true") setting out by reference to the service charge accounts for the years in question details of the service charges claimed to include a breakdown of the items of expenditure or estimated expenditure, as the case may be, that make up the service charges, together with details of any administration charges claimed.

ii. Copies of all other relevant documents relied upon, including **copies of all demands**, service charge accounts, budgets and supporting invoices.

iii. Any other witness statements (see below)

b. Under paragraph 30 the bundle was to include the pleadings, orders, lease, directions, statements of case, witness statements and all relevant documents relied on by each party.

c. Under paragraph 30, any costs application was to be supported by a statement of costs served 7 days before the hearing.

Hearing

10. The matter came before the Tribunal sitting at Ashford for determination on 05 May 2026.

11. On 05 May 2026, at the conclusion of the hearing, the Tribunal made further directions as follows:

*3. **By 5 pm on 08 May 2026**, the Applicant must send to the Tribunal and the Respondent:*

a. The service charge demands for the service charge years 2019/2020/2021/2022/2023

b. Evidence that the service charge was demanded.

*4. **By 5 pm on 15 May 2026**, the Applicant must send to the Tribunal and the Respondent:*

a. A schedule that cross-references the certified accounts for the years 2019/2020/2021/2022/2023 and the relevant invoices relating to:

i. Roof works

ii. Gardening

iii. Health and safety

b. A Schedule of Costs (using Form N260) relating to costs arising from claim K6QZ80W3 and case HAV/29UG/LIS/2025/0012, and does not include costs relating to claim L5PP7706, which was dismissed with no order for costs on 10 July 2025 by DJ OmoRegie sitting at Dartford.

***5. By 5 pm on 29 May 2026**, the Respondent shall send to the Tribunal and the Applicant her written submissions on the Applicant's costs schedule as provided to her under 4.b above.*

Introduction

12. The matter relates to 74 Darnley Road RTM Company Limited ("the RTM Company").

13. The Applicant is the RTM Company (the "Applicant"). The Applicant is represented by Carbon Law Partners.

14. Miss Ranjit Buparai (also known as Ranjit Hackman) (the "Respondent") is the long leaseholder of Flat 8 Heritage Court, 74 Darnley Road, Gravesend, Kent DA11 0SE ("Flat 8 Heritage Court"). The Respondent represented herself. The relevant lease is dated 18 August 2006 and grants a lease to the tenant Criena Erangye for 125 years from 01 January 2005 and has a HM Land Registry number of K911668 (the "Lease").

15. The Applicant seeks a determination of the payable service charges and administration charges under the Lease by the Respondent. Those are matters within the jurisdiction of the Tribunal.

16. The Applicant also seeks to recover contractual costs, interest and court fees. Those are matters solely within the jurisdiction of the County Court.

17. Any claims in relation to costs will be dealt with by the Tribunal Judge sitting as a Judge of the County Court (as noted in the background of the 05 December 2025 directions), save to the extent:

    a. The costs have already been quantified and demanded as an administration charge and form part of the principal sum claimed in the County Court;

    b. An application is made for costs pursuant to Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 in relation to the proceedings in the Tribunal;

c. If the County Court claim does include a claim to recover the costs of these proceedings under a term of the lease (contractual costs), the tenant may apply for orders limiting recovery of the Applicant's costs in the Tribunal proceedings under Section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

18. The Tribunal had the benefit of:

a. A 574-page hearing bundle, page references to the hearing bundle are [XX].

b. A skeleton argument from Mr Young.

19. After the hearing, the Tribunal received:

a. From the Applicant:

- Cover letter which stated:

> *"Although the demands were sent by ordinary post, we can rely on the presumed service provisions in section 196 LPA 1925, which are incorporated into the Respondent's lease at PDF page [100] clause 6(3), because section 7 of the Interpretation Act 1978 applies:*
>
> *"Where an Act authorises or requires any document to be served by post (whether the expression "serve" or the expression "give" or "send" or any other expression is used) then, unless the contrary intention appears, the service is deemed to be effected by properly addressing, pre-paying and posting a letter containing the document and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post".*

- Demands from 2019 to 2023
- Statement of Account with date/delivery of demands
- Witness Statement of Steph Woolley
- LB Southwark v Akhtar

b. From the Applicant:

- 46041-Excel-Template-N260-K6QZ80W3

- 46041-Excel-Template-N260-TRIBUNAL COSTS
- Flat 8 Heritage Court DA11 0SE HAV-29UG-LIS-2025-0012 Schedule by A
- PDF_N60_County_court
- PDF_N260_FTT

c. The Respondent did not send to the Tribunal and the Applicant her written submissions on the Applicant's costs schedule

d. The Applicant also on 29 May 2026 sent unsolicited invoices for the H&S invoices for 2020, 2021 and 2022.

20. For clarity, the Applicant's email and the documents attached have not been considered as there was no permission for them to be filed, further the Respondent has not had an opportunity to respond to them.

The hearing

21. The Applicant was represented by Mr Young of counsel and accompanied by Mr Ferguson, director of the Applicant RTM Company. Mr Young provided a skeleton the day before the hearing. This was not submitted by the deadline required. Ms Buparai was self-representing. She was accompanied by a friend, Ms Sealy. Ms Sealy did not participate in the hearing. Ms Buparai had not seen Mr Young's skeleton before she arrived at the Tribunal on the day of the hearing.

22. Mr Ferguson and Ms Buparai gave oral evidence.

Preliminary issue witness statement of Ms Bateman and Mr Ngugi:

23. Ms Buparai brought witness statements from Ms Bateman and Mr Ngugi with her to the hearing and asked for them to be included as evidence. Copies of the witness statements were provided to the Tribunal and Mr Young. Ms Buparai explained that she had tried for some time to obtain witness statements from Ms Bateman and Mr Ngugi but had only received them the night before the hearing.

24. Mr Young opposed their inclusion on the basis that the witness statements were late, with no good reason, and their inclusion was prejudicial.

25. The Tribunal took some time to consider the application to include witness statements from Ms Bateman and Mr Ngugi. During this time Ms Buparai was able to consider i) the skeleton argument of Mr Young and ii) whether she was making a s20 application.

Findings and reasons

26. Under Rule 8.2(a), where there is non-compliance with a Tribunal direction, the Tribunal can waive the requirement.

27. The Tribunal assessed the seriousness and significance of the breach. The Tribunal found that a breach of a direction was serious and significant

28. The Tribunal considered the reasons for the failure. The Tribunal found that the reason for the failure was understandable – but it was not a good reason.

29. The Tribunal evaluated all the circumstances. The Tribunal considered the fact that Ms Buparai was self-representing, Mr Young, being experienced counsel was able to deal with the short witness statements, and Mr Ferguson was present and able to provide instructions to Mr Young on the witness statements.

30. The Tribunal also considered the fact that the witness statements were only to be read, as the witnesses were not present, and this would impact any weight given to be given to the evidence by the Tribunal in any event.

Decision

31. The Tribunal permitted the witness statements of Ms Bateman and Mr Ngugi to be included. In all the circumstances of the case, it would enable the application to be dealt with justly.

The Applicant's case – The claim

The claim

32. The Applicant's claim, in summary, was that it had a right to the service charges, and they were reasonable. Ms Buparai as a long leaseholder was liable to pay the service charges. Service charges were correctly demanded from the Respondent in 2019/2020/2021/2022/2023. The Applicant acknowledged that these service charge demands were not in the bundle.

33. The Applicant provided documentary evidence of the certified accounts for 2019/2020/2021/2022/2023. There were some invoices supporting the certified accounts; there was no useful schedule cross-referencing the invoices to the relevant certified accounts. The Applicant's witness statement from Mr Ferguson did at [73] summarise the sums owed and the expenditure. However, the contents of paragraphs 8, 9, 10, 11 and 12 were incorrect, although the headline figure is correct.

Evidence

34. Mr Ferguson's witness statement relating to the disrepair includes the following:

> *6. The Respondent began experiencing a leak and water ingress in 2017, whereby the Freeholder carried out works to rectify the issue. However, further issues began in 2018 which was raised with us and our agent, and arrangements were made for repairs to be done on the roof by a company called SR Roofers in June 2019. Unfortunately, it later became apparent in December 2019 that the issue continued, and discussions were had with SR Roofers who advised that*

further works were needed on the larger section of the roof. However, from June 2020 SR Roofers ceased corresponding any further.

7. It was not certain of the cause of the leak or where it was coming from, so we appointed a surveyor to carry out an inspection The inspection found that the materials used by SR Roofers were faulty and that after drilling holes into the roof, the cause of the leak was found.

8. We instructed our agent to begin making enquiries with contractors again and obtain quotes for the work. Metro were appointed to carry out the repairs, recommended by the surveyor, in October 2020 and made temporary repairs to the roof securing it from the weather until the full work could commence. All work apart from the internal repairs and decorations to the Respondent's property completed in December 2020.

9. During the majority of 2021, discussions were had with the Respondent regarding the insurance claim and to confirm available dates to allow the contractors access to the property. The work covered by the insurance was to repair the ceiling, kitchen and dining floor and repaint the property. As of October 2021, access to the property was still pending, mainly because of Covid19 restrictions but also because the contractors were unable to agree a date with the Respondent for access. However, the internal repairs and decoration had completed by January 2022.

10. Following completion of the works, the Respondent had raised issues that the carpet had not yet been replaced. It was confirmed with the Respondent that the carpets were not covered by the insurance as the policy classified these as content. The Respondent was advised that they could claim this through their own content insurance, if they had such a policy. A copy of an email with the Respondent advising this is at Exhibit "LFl".

11. Prior to the work being commenced, it was understood that the Respondent would be withholding service charge until the property was in a state of repair. While the issues began prior to the Applicant's involvement, once the issues were brought to our attention, efforts were made to ensure that work was done to rectify the issue as quickly and efficiently as possible.

35. Mr Ferguson's witness statement relating to the service charges includes:

14. The Administration Charge in the sum of £240.00 as seen on the Respondent's Service Charge Statement seems to be a duplicate of the £240.00 charged within 2020 Service Charge *accounts. The £240.00 was a sum charged by a previous Service Charge Recovery company in relation to the recovery of arrears from the Respondent at the time. A Copy of the Respondent's Statement can be found at Appendix3 .*

15. It is understood that the £240.00 is recoverable through the Service Charge as set out under Clause 4(k) and therefore the Applicant does not seek to recover this sum directly from the Respondent and is agreeable to removing from the Respondent's statement

36. Mr Ferguson gave oral evidence, which is summarised below:

a. Mr Ferguson’s witness statement was identified and confirmed.

b. The RTM company/Applicant took over the management from the Freeholder in November 2018 and appointed a managing agent, PMUK. PMUK started managing on 01 November 2018.

c. No one had reported a fire to Mr Ferguson, and he had not seen any evidence of power cuts. When he had visited the property not that long ago, the doors, which required power to operate the locks, were functional.

d. Ms Buparai instigated the RTM, but she did not volunteer to be a director, nor did the other long-leaseholders. PMUK was one option for a management company, their charge was £3,000 per annum, which was a lot less than others. Ms Buparai has agreed to their appointment.

e. The block was badly built. When PMUK took over management from Crown Management, there were disrepair issues, including water pooling in the basement and a roof leak.

f. Mr Ferguson was the only leaseholder director; the other director was from PMUK, and the PMUK director was in that role only to prevent the collapse of the RTM company.

g. Mr Ferguson acknowledged there was a list of disrepair issues when PMUK took over, he said that the RTM and PMUK had needed to address the items on an item by item.

h. People did not have Mr Ferguson's telephone number, but they were able to contact PMUK and PMUK had an emergency number Ms Buparai herself had called that number

i. When setting out the timeline for the roof repairs, Mr Ferguson said scaffolding had gone up to carry out the repairs. PMUK had negotiated for the scaffolding to remain so the external render could be repaired.

j. When the extent of the roof repair issue became clear Ms Buparai had been offered alternative accommodation, but she had declined that, indicating she wanted to stay in her own property.

k. After the initial roof repair was carried out by SR Roofers, it became apparent that they were 'cowboy builders'. The RTM and PMUK had to arrange for a surveyor to attend. This was a company called Enviro; Enviro provided an opinion on the cause of the leak. When the work was carried out in accordance with the surveyor's specification, the leak was repaired successfully.

l. The RTM chose to engage a surveyor rather than go back to SR Roofers because SR Roofers were, at that point in time, obviously 'cowboys'. The RTM had attempted to get SR Roofers to return. That hadn't been possible. The RTM also investigated pursuing litigation against SR Roofers but given the total outlay to SR Roofers was £3,200 a commercial decision was made not to pursue that money, and instead to engage a surveyor to identify the root cause of the problem and then solve that. Mr Ferguson indicated that part of the decision not to pursue SR Roofers was the delay it would cause in resolving the leaking roof.

m. Mr Ferguson recalled an e-mail from Ms Buparai [74], in which she praised the work carried out.

n. Mr Ferguson confirmed that other work had been carried out and that extra funds had been needed for that work e.g. the intercom system.

o. Mr Ferguson acknowledged that all communal areas could do with an upgrade, that the door was not cosmetically beautiful but functioned, and indicated that the RTM does not carry surplus funds; therefore, unless long leaseholders paid the service charges, the work could not be carried out.

p. Mr Ferguson hadn't been made aware of any issues with lighting on the stairs or anyone falling over.

q. Mr Ferguson did not accept that PMUK had failed to respond to Ms Buparai's telephone calls and emails. Mr Ferguson's evidence was that the RTM and PMUK had acted reasonably, responsibly, and as fast as they could in the circumstances in order to get the roof repaired. He acknowledged that the time it took to complete the roof repairs was long and that it undoubtedly impacted Ms Buparai's living conditions, and he sympathised with that.

r. Mr Ferguson's evidence was that to get the roof repairs carried out within a reasonable time, he had written off the £3,200 paid to SR Roofers, he had not gone to court against SR Roofers, he had instructed a surveyor, he had obtained a definitive response from them, he had gone through the section 20 process, and he had instructed a new company to repair the roof.

s. Mr Ferguson said the service charge demands had been made at the relevant time, albeit they were not in the bundle.

The Respondent's case – The defence

Defence

37. The Respondent's defence states that she admits to being the long-leaseholder and that she has not paid the service charge because the management company has failed to comply with its obligations under the lease. The Respondent cites the following non-compliance:

    a. Roof leak in 2017

    b. Roof leak in April 2018

    c. Roof leak in November 2019, after repair to the roof in August 2019

    d. After the repair in November 2020, the saturated ceiling dripped for 3 months until March 2021.

    e. Internal staining remained, of which the Applicant was notified in November 2022.

    f. The internal staining on the Respondent's ceiling remained and appears to change in wet weather.

    g. Being unable to enjoy the use of her flat fully between 2017 and 2022 because of the water leak and subsequent staining of her ceiling.

38. The Respondent admitted:

a. Not paying the service charge and informing the Applicant of the same around November 2019.

b. The roof was finally repaired in November 2020.

c. That internal repairs were carried out in March 2022 – albeit the ceiling remains stained.

d. Withholding payment of the service charge because of the conditions in which she was having to live. The Respondent says she was unable to enjoy the use of her flat fully between 2017 and 2022.

The Respondent's case – The counterclaim

39. The Respondent counterclaimed for:

a. Damage to property arising post-summer 2019

> *Due to the pneumonia the Defendant was unable to work for six weeks from 27th December 2017 to 5th February 2018. Her work hours are variable, and her average earnings during the period immediately prior to this were about £160 per week. The Defendant asks that the court exercises its discretion under s.33 Limitation Act 1980 to allow this part of the claim*

b. *Illness and Injury*

> *Due to the pneumonia, the Defendant was unable to work for six weeks from 27th December 2017 to 5th February 2018. Her work hours are variable and her average earnings during the period immediately prior to this were about £160 per week. The Defendant asks that the court exercises its discretion under s.33 Limitation Act 1980 to allow this part of the claim*

c. *Loss of earnings during illness - £960*

> *Due to the pneumonia the Defendant was unable to work for six weeks from 27th December 2017 to 5th February 2018. Her work hours are variable and her average earnings during the period immediately prior to this were about £160 per week. The Defendant asks that the court exercises its discretion under s.33 Limitation Act 1980 to allow this part of the claim*

d. *Loss of use of property*

The property is made up of a living and kitchen area combined, two bedrooms and bathroom. From November 2019 to March 2022, apart from brief periods in the kitchen area in order to cook, the Defendant had to confine herself to her bedroom because of water coming in through her ceiling in many places in the living area. She had to live with buckets spread about the living area to catch water. Some work has been done but the flat has not been restored to an acceptable decorative condition as at today's date and the Defendant has a surveyor's report to confirm this.

e. *Distress and inconvenience.*

The Defendant had to live in damp and cold conditions worsened and prolonged by the failure of the Claimant or their agent to rectify the leaking roof.

Evidence

40. Ms Buparai's witness statement includes:

9. I would have been quite happy to pay the service charge in spite of the general failures if I had not been left for so long living in unacceptable conditions. My position is that they failed to comply with their obligation to ensure that the roof was in good repair within a reasonable period. If the roof had not continued to leak over such a long period I would not have withheld payment. They appear to ignore the impact on me of the constant water leaks. I have limited my counterclaim for the purpose of these proceedings to the impact of the leaking roof. My counterclaim is detailed at the end of this statement.

12. Some work was done in July 2019 and things improved but I suffered more water ingress in February 2020 and reported it. PMUK accepted work was needed (Document 17) but I was not informed of exactly what was happening. The Applicant's accounts suggest further repairs were done during 2020 and I agree that after my report in February work was done in March 2020.

14. Certainly, the water ingress was very bad during 2020. Water ingress continued every time it rained until sometime during early 2021. It particularly bad in the middle of the room and was as if it was raining inside as well. When it rained the two end walls into which the RSJ went were wet to the touch. When it was not actually raining outside (as when the surveyor came) it was just very damp. It made it impossible for me to use my living area that is the lounge, *kitchen, diner because all the furniture had to be moved out of the way of the water. It was horrible.*

16. Basically, my main living area had been continuously damp since April 2018 and I had increased heating bills in an attempt to keep it dry, worse in winter than in summer. I did not keep these bills.

17. However, by September 2020 the water ingress was so severe that the remaining furniture was covered in plastic sheets there was still a line of buckets on my floor. I did not look forward to going home after it had been raining. The management company didn't seem to be able to do anything about it.

20. The conditions were so damp, that when I put on heating the smell was too much to bear. I would come home to pools of water on the floor as where the water had spread above the ceiling the buckets were no longer enough or in the right places. I was unable to cook because the floor was so wet in some areas that I couldn't walk in it and I was too scared to put the lights on because the water was spreading across the ceiling and running through the electrical light fittings, so it was impossible to cook after it got dark. The whole of the central area of the plasterboard ceiling was saturated and I had to rely on candles and torches. I was told that repairs were finally carried out successfully in November 2020 (Document 31) but my flat remained very damp. After the end of 2020 I do not think there was any new water ingress but the ceiling was so damp and stained it was difficult to tell.

21. Those conditions continued until March 2022 and I kept emailing and calling PMUK monthly to ask for an update and to ask for something to be done. (Documents 32 to 38).

23. Internal Repairs were finally done properly and successfully in March 2022 and for a while the ceiling looked good. The management replaced my hard floors in March 2022 through their insurance. However, in in November 2022 the damp came through again (Document 46) and the ceiling developed discoloured uneven patches. I reported that to them. Even after the work they have done I have been left with a lounge, kitchen, dining room with walls and ceilings that have been stained & damaged by water ingress. I had also raised the question of rectifying the damage by email (Documents 43 and 44). I never got a response from them and instead they started threatening to sue me so I gave up complaining to them.

24. The Applicant seems to say that it is up to me to claim for damage to contents on my own insurance including the *carpets. I think this must be wrong. All the problems are as a result of the management company's failure properly to maintain or repair the property and it is their responsibility or that of the freeholder as shown by clause 4 of the lease. If the disrepair is as a result of poor work by builders they may have a claim against them but that is not my concern as leaseholder. I can see no reason why I should have to rely on my own insurance when it is their responsibility. In addition to actual damage caused. I have had to live in my bedroom most of the time and have suffered for months with water ingress and in addition, holes in my ceiling and the heat escaping.*

25. The upheaval and disruption caused to my home life has been considerable as has the stress and impact of this ongoing situation. The management company have ignored this. The only recognition of this they have made was to offer to reduce my service charge by £2000 which I do not consider adequate. Had they acted earlier a lot of the problem could have been avoided. The delays are recorded in my diary and confirmed by the email exchanges between us. The litigation could have been avoided if they had made a more reasonable offer.

26. Following the repair work in my flat in 2022 the ceilings still look unsightly and the plaster is damaged. In 2025 I got another report from a surveyor which is attached (Document at 47 and 48). He advised verbally that because they reused the plaster board affected by damp it still all needed replacing and that the redecoration had not been sufficient and had not been well done.

41. Ms Buparai gave oral evidence, which is summarised below:

   a. The roof work was done, albeit badly, and caused more damage - this was the work by SR Roofers.

   b. Her flat had been reinstated it looked fine for six months and then it deteriorated. The ceiling sank. She emailed PM UK in November 2022, informing them that it was starting to sag, potentially due to damp or water. She did not receive a reply.

   c. Having decided she would cut her losses and sell her flat, she contacted a few estate agents who came round to value her property. They advised her to deal with the water marks, otherwise a buyer might try to knock her price down.

d. Once the water ingress had been stopped, court action was started against her (this was by George Lloyd Limit).

e. She had got a quote to carry out the internal repair work. She had not spoken to PMUK about it because she had not had responses in the past.

f. Regarding her contact with PMUK when she initially contacted them in November 2022, she got no response, not even an acknowledgement email.

g. Having looked at the certified accounts, she didn't think the gardening was reasonable because the green space outside heritage court was the size of this post postage stamp and her and Rebecca had been cutting the grass.

h. In terms of the health and safety listed in the certified accounts, she'd never seen a report.

i. She had agreed to PM UK being appointed as the property manager because they were a national company, she had been consulted, she would give them a six-month chance. They did not answer her emails, had never answered her emails, and they had never answered the emergency line.

j. She accepted that insurance had been arranged and made provision for the various services listed in the certified account. She also agreed that it took management time to arrange those things in the accounts she did accept.

k. When being challenged about PMUK never calling her she accepted in light of the e-mail she was taken to that she had been called by PMUK but this was the only time.

l. She accepted that she had approved the appointment of SR Roofers and it was unfortunate that it had gone wrong. She was the only one who had suffered financially, mentally and emotionally.

m. She had not paid service charges since 2019; she'd never received a bill since she stopped paying in 2020.

n. PMUK had refused to pay for her carpets which was wholly unreasonable, she didn't consider that it was an insurance issue and PMUK should have replaced the carpets.

o. The items she was challenging in the certified accounts were the gardening, roof work, and the health and safety issue.

p. PMUK should not receive any money because they haven't done any management.

q. The Applicant's pursuit of repossession of her flat in the county court had been unreasonable and caused a great deal of stress, especially as she had been living with disrepair since 2019. It was put to her that Crown management sought repossession and not the Applicant.

r. It was also put to the Respondent that, in her defence, she did not raise the issue of the reasonableness of the service charges, only that she had to endure poor conditions. The Respondent stated that she could not use her property and that it was horrible.

The Applicant's case - Defence to counterclaim

42. The Applicant's defence to the counterclaim was that it did not acquire the right to manage until May 2018, and its managing agent was appointed in November 2018, and in the circumstances, it is not liable to the Defendant as alleged or at all.

Submissions

43. In submissions, the Applicant's case was:

    a. The service charges had been demanded and were reasonable.

    b. Once the RTM was in place, work had been carried out within a reasonable time.

    c. The Applicant had not taken issue with any aspect of the accounts before; her case was that the Applicant had failed to repair in a reasonable time.

    d. Legal costs should be allowed.

44. In submissions, The Respondent's case was:

    a. The management company did not do any managing; therefore, it should not be paid

    b. There was no gardening done

c. No health and safety report was provided.

d. The repairs had taken too long.

The Law

Service charges LTA 1985

45. The LTA 1985 defines service charge in s18.

> 18 Meaning 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 estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
>
> (3) For this purpose –
>
> (a) "costs" includes overheads, and
>
> (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period."

Limitation of service charges: reasonableness s19

46. S19 of the LTA provides:

> (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.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

47. In Waaler v Hounslow LBC [2017] EWCA Civ 45, the Court of Appeal said what mattered was the outcome. The question of whether the landlord had acted reasonably was an objective one, and the interests of the tenants had to be taken into account. The Tribunal should not simply impose its own decision. If the landlord had chosen a course of action which led to a reasonable outcome, the costs of pursuing that course would have been reasonably incurred, even if there was another cheaper outcome which was also reasonable

Liability to pay service charges S27A

48. The Tribunal has the power to determine service charges under s27A LTA 1985. The Tribunal's jurisdiction is limited by s27A(3).

27A (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

(a) the person by whom it would be payable,

(b) the person to whom it would be payable,

(c) the amount which would be payable,

(d) the date at or by which it would be payable, and

(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which—

(a) has been agreed or admitted by the tenant,

(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(c) has been the subject of determination by a court, or

(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

(a) in a particular manner, or

(b) on particular evidence,

of any question which may be the subject of an application under subsection (1) or (3).

(7) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

Carrying out repairs within a reasonable time

49. Under the LTA 1985 s11 a landlord (which includes the freeholder/management company) is obliged to keep in repair the structure and exterior of the dwelling; and keep in proper working order installations for water, gas, electricity, sanitation, space heating and hot water. The duty arises only after the landlord has notice of the defect. A failure to act within that period constitutes a breach of covenant. Here there is an RTM in place responsibility can be more complex. In this case the RTM has taken responsibility for the roof repairs.

50. Once on notice, a landlord must carry out the repairs within a reasonable time. There is no fixed statutory timeframe. What is reasonable is fact-specific to each case. When considering what is reasonable, the court will take into account; i) the nature and severity of the defect e.g. is it an urgent hazard, like no heating, ii) Whether there is a risk to health and safety, iii) on the practicalities of repair e.g. weather in section 20 process has to be carried out, iv) access issues and v) whether the landlord acted promptly to investigate, arranged inspections, and kept the repair process moving.

51. The person alleging failure to carry out repairs within a reasonable time must prove on the balance of probabilities that the disrepair existed, the landlord had notice, there was a failure to repair within a reasonable time, and the loss and damage caused.

DECISION

Tribunal matters - Findings and Reasons

52. The Tribunal took into account the contents of the hearing bundle, the evidence from the parties, the late witness statements of Ms Bateman and Mr Ngugi, the oral evidence of Ms Buparai and Mr Ferguson, the submissions of Ms Buparai and Mr Young (including his skeleton argument) and considered all the documents provided including those provided on the day of the hearing and pursuant to the 05 May 2025 directions (with the limitation noted above and below). The Tribunal relied on the certified accounts and not the summaries in Mr Ferguson's witness statement in paragraphs 8-12.

53. The Tribunal has made the following determinations on the issues.

Service charges payability and reasonableness - findings and reasons

54. This issue falls within the Tribunal's jurisdiction.

Payability

55. The Respondent accepts that she is the long-leaseholder, and the RTM can demand service charges. Clause 3(a) of the Third Schedule states:

> *"The Tenant hereby covenants with the Landlord to pay the Service Charge in accordance with the provisions of Clause 3(17) of the Lease"*

56. The Tribunal is satisfied that the Applicant demanded the service charges in the service charge years 2019/2020/2021/2022/2023. This is for the following reasons:

    a. In the hearing bundle the Respondent in her statement says at [147]

    > *27.During the County Court proceedings in early 2025 this was sent to the solicitors who acted both for the RTM and for George Lloyd at that time. I believe I gave the managing agents adequate opportunity to address and rectify the issues raised and have withheld the service charge because of the effect on my life and the long delay in dealing with it and their failure to commission the work properly or to respond to my emails which caused*

further delays in carrying out the necessary repair works.

b. In the four emails provided after the hearing between Ms Buparai and PMUK, Ms Buparai states the reasons why her service charge is being withheld. These emails fall within the remit of the directions as they are evidence that the service charges were demanded. Two of these emails also appear in the hearing bundle at [175] and [191].

c. Copies of the demands sent to the Tribunal after the hearing.

57. The Tribunal did not rely on the following, which were documents that the Respondent did not have an opportunity to respond to and were filed without permission and may have exceeded the scope of the directions.

a. Witness statement of Steph Wooley

b. Covering letter containing legal argument.

Specific service charge challenges

58. The Respondent challenged the service charges for; management, roof works, gardening and health and safety for the years 2019/2020/2021/2022/2023 (the "Challenged Service Charges").

59. The Applicant has provided certified accounts for the years 2019/2020/2021/2022/2023. The certified accounts all state:

> *Certificate*
>
> *We certify that;*
>
> *(a) In our opinion, the service charge statement is a fair summary complying with the requirements of section 21(5) of the Landlord and Tenant Act 1985.*
>
> *{b) The summary is sufficiently supported by accounts, receipts, and other documents which have been produced to us.*

60. The Respondent did not specifically challenge the Challenged Service Charges in her defence – in her defence she stated:

> *Payment of service charge was withheld by the Defendant because of the conditions in which she was having to live she was unable to enjoy use of her flat fully between 2017 and 2022. It is still slightly water marked and appears to change in wet weather.*

61. The Respondent has not provided evidence to support the costs she says would have been reasonable to incur for the Challenged Service Charges, although she does say there should be no management fees, as no management was performed.

62. The Respondent has not provided evidence to support the costs she says would have been reasonable to incur for management, roof works, gardening, and health and safety for the years 2019/2020/2021/2022/2023.

63. Challenged Service Charges:

    a. Management

        i. The Tribunal is satisfied that PMUK was carrying out its role as the managing agent; this is supported by the emails, service demands, and the provision of a certified account

        ii. The Tribunal is satisfied, based on its knowledge and experience, the certified accounts, invoices, oral evidence and absence of contrary evidence, that the sums charged were reasonably incurred and that the works/services were provided to a reasonable standard.

    b. Roof works

        i. The Tribunal is satisfied that roof works were carried out, and that the RTM's actions in relation to the repairs were reasonable. The Tribunal acknowledges that the total time taken to conclude the roof works was significant, but the RTM was put in place after the roof leak became apparent and was then let down by a contractor.

        ii. The Tribunal is satisfied, based on its knowledge and experience, the certified accounts, invoices, oral evidence and absence of contrary evidence, that the sums charged were reasonably incurred and that the works/services were provided to a reasonable standard.

    c. Garden Maintenance

        i. The Tribunal is satisfied, due to the certified accounts and the presence of invoices in the trial bundle from Higham Garden Services, that garden maintenance was carried out.

ii. The Tribunal is satisfied, based on its knowledge and experience, the certified accounts, invoices, oral evidence and absence of contrary evidence, that the sums charged were reasonably incurred and that the works/services were provided to a reasonable standard.

d. Health and Safety

i. the Tribunal is satisfied, due to the certified accounts, the 24/01/19 minutes recording the use of health and Safety survey and electrical testing, the invoices from Nexco (UK) Ltd, that health and safety work was carried out.

ii. The Tribunal is satisfied, based on its knowledge and experience, the certified accounts, invoices, oral evidence and absence of contrary evidence, that the sums charged were reasonably incurred and that the works/services were provided to a reasonable standard.

e. Administration charges

i. The Applicant has already stated that there was an overcharge of £240 for administration fees and these will be removed. The Tribunal expects that Mr Ferguson will ensure that this happens.

64. PDC Fees

a. The Tribunal acknowledges the clause in the lease 4(k).

b. There is a charge in the statement of account for PDC collection fees, there is no invoice and no explanation. The Tribunal allowed the Applicant to file a schedule after the hearing, cross-referencing their claims in Exhibit 3 (statement of account) against the evidence in the bundle. There was no reference added regarding the evidence of the PDC collection fees. The Tribunal could not locate an invoice for the PDC collection fees.

c. Applicant has not demonstrated that the PDC collection fees are recoverable through the service charge.

Determination

65. The Tribunal determines the payable service charges as set out below:

2019	Original	Determination
Management	£3,226.00	£3,226.00
Roof works	£3,200.00	£3,200.00
Garden maintenance	£817.00	£817.00
Health and safety	£900.00	£900.00
Actual Demands		
1/1-30/6	£763.86	
1/7-31/12	£763.86	
Total	**£1,527.72**	**£1,527.72**

2020	Original	Determination
Management	£2,765.00	£2,765.00
Roof works	£1,600.00	£1,600.00
Garden maintenance	£600.00	£600.00
Health and safety	£450.00	£450.00
Actual Demands		
1/1-30/6	£680.00	
1/7-31/12	£680.00	
Total	**£1,360.00**	**£1,360.00**

2021	Original	Determination
Management	£2,765.00	£2,765.00
Roof works	£1,656.00	£1,656.00
Garden maintenance	£200.00	£200.00
Health and safety	£450.00	£450.00
Actual Demands		
1/1-30/6	£638.95	
1/7-31/12	£638.95	
Total	**£1,277.90**	**£1,277.90**

2022	Original	Determination
Management	£2,765.00	£2,765.00
Roof works	£846.00	£846.00
Garden maintenance	£216.00	£216.00
Health and safety	£425.00	£425.00
Actual Demands		
1/1-30/6	£638.95	
1/7-31/12	£638.95	
Total	**£1,277.90**	**£1,277.90**

2023	Original	Determination
Management	£2,971.00	£2,971.00
Roof works	£0.00	£0.00
Garden maintenance	£702.00	£702.00
Health and safety	£0.00	£0.00
Actual Demands		
1/1-30/6	£660.00	
1/7-31/12	£660.00	
Total	**£1,320.00**	**£1,320.00**

66. The outstanding sums are as set out below:

SC Year	Service Charge	Refunds	Paid	Total	**Outstanding**
2019	£ 1,527.72		£ (1,055.00)	£472.72	**£472.72**
2020	£ 1,360.00	£ (40.00)		£ 1,320.00	**£ 1,792.72**
2021	£ 1,277.90			£ 1,277.90	**£ 3,070.62**
2022	£ 1,277.90			£ 1,277.90	**£ 4,348.52**
2023	£ 1,320.00			£ 1,320.00	**£ 5,668.52**

County Court Matters Judge Bowden sitting as a Judge of the County Court - Findings and Reasons

Applicant's claim for statutory interest

67. The following matters are all within the County Court jurisdiction.

Findings and determination

68. The Applicant claims statutory interest. Although the lease contains an interest provision, contractual interest was not claimed.

69. Statutory interest is a matter of judicial discretion. I make the following findings on interest (2.75% is the average interest rate between 2019 and 2026):

2019	Demand	2.75% Simple interest per day	Start	End	Days	Total
1/1-30/6	£763.86	£0.0576	15/01/2019	23/07/2026	2746	£158.04
1/7-31/12	£763.86	£0.0576	15/07/2019	23/07/2026	2565	£147.62
2020						
1/1-30/6	£680.00	£0.0512	15/01/2020	23/07/2026	2381	£121.99
1/7-31/12	£680.00	£0.0512	15/07/2020	23/07/2026	2199	£112.66
2021						
1/1-30/6	£638.95	£0.0481	15/01/2021	23/07/2026	2015	£97.00
1/7-31/12	£638.95	£0.0481	15/07/2021	23/07/2026	1834	£88.29
2022						
1/1-30/6	£638.95	£0.0481	15/01/2022	23/07/2026	1650	£79.43
1/7-31/12	£638.95	£0.0481	15/07/2022	23/07/2026	1469	£70.72
2023						
1/1-30/6	£660.00	£0.0497	15/01/2023	23/07/2026	1285	£63.90
1/7-31/12	£660.00	£0.0497	15/07/2023	23/07/2026	1104	£54.90
					TOTAL	**£994.54**

Counterclaim: Failure to carry out repairs within a reasonable time

70. The original roof repair was clearly a serious defect; roofs are not always straightforward to repair. In this case the repair was hampered by the innocent instruction of SR Roofers, described by both parties as 'cowboy builders', the Tribunal makes no findings against SR Roofers or suggest that the description given by the parties was accurate as they were not present and the Tribunal has not heard from them. It is accepted by all that the roof repair was finally completed in November 2020.

71. I have carefully considered the timeline, including the fact that an RTM had acquired the right to manage a new management company had to be put in place and a section 20 process had to be gone through. Further in March 2020 the country entered the first in what would be a series of lockdowns

that impacted both the ability to do the work, and then the availability of material for work.

Findings

72. The following is the chronology of the repairs:

a. The issue of water ingress affecting the Respondent's flat began in or about July 2017, when the first reports of a leaking roof were made.

b. Initial remedial works were carried out in August 2017. However, it became apparent that those works did not resolve the underlying defect.

c. By April 2018, the problem had recurred, with further water ingress reported.

d. It was not until May 2018; the RTM Company acquired the right to manage.

e. Managing agents (PMUK) were appointed in November 2018.

f. Acquiring the right to manage and appointing a managing agent is a process that will take time and impact the ability to undertake repairs.

g. In April 2019 a contractor (SR Roofers) recommended substantial remedial works to the roof. Those works were carried out in or about June–July 2019. Again, it became apparent that those works did not resolve the underlying defect as there was further water ingress in November 2019, this leak affected both the Respondent's flat and communal areas.

h. The RTM tried to get SR Builders to return and remedy the issues with the repair.

i. Water ingress continued into 2020, with multiple reports in the early part of that year and no resolution.

j. A surveyor was instructed in October 2020. Their inspection identified defects in earlier works and necessitated further remedial action.

k. Following that inspection and after a s20 process, contractors were instructed and investigative works were undertaken in October 2020, including opening parts of the structure to identify the source of the leak.

l. Temporary repairs were effected in October 2020, followed by more extensive remedial works in November and December 2020, which the Applicant contends amounted to a full repair of the roof. The Respondent accepts that the roof was repaired by the end of 2020.

m. The Respondent's evidence, which is not contradicted, indicates that water continued to drip in her property from the soaked ceiling until approximately March 2021, particularly through the openings made during investigative works. Internal reinstatement work in her flat was not completed until early 2022.

n. After the completion of internal works, the Respondent continued to report residual issues including staining, most notably in November 2022.

o. The Respondent had a survey carried out in January 2025, it did not identify active water ingress but confirmed that defects remained in the internal finishes, including staining and inadequate redecoration.

73. I have no evidence from the Respondent indicating what would have been a reasonable time in the factual circumstances of this case.

74. I find that:

a. the roof repair was a serious defect; prolonged leaking poses a risk to the roof structure and ultimately health and safety.

b. The RTM had notice of the defect.

c. Carrying out the repair was delayed by matters outside the Applicant's control (establishing the RTM, and new managing agents, SR Roofers and the Covid-19 lockdowns).

d. There were no access issues, the Tribunal is satisfied that the Respondent did cooperate to permit access when she was notified access was needed.

e. On the information before me (documentary and oral evidence) I am satisfied that in the circumstances the Applicant acted promptly to investigate, arrange inspections, and keep the repair process moving.

f. PMUK were coordinating with the buildings insurance company to have internal redecoration of the Respondent's flat carried out. There seems to be a miscommunication by the Respondent regarding the carpets in her property. It is common practice for insurance companies to treat carpets as contents and not part of the building, therefore carpets would ordinarily fall within the Respondent's contents insurance. The Applicant is not required under the Lease to have contents insurance only buildings insurance. There could be legal liability on the part of the person responsible for repairing the building for the damage to the carpets in the Respondent's flat.

Determination

75. The Respondent must prove that the Applicant failed to carry out the repairs it was responsible for within a reasonable time. On the evidence before me, I cannot be satisfied that the Applicant failed to carry out the repairs in a reasonable time. I have taken into account; i) the nature and severity of the defect e.g. is it an urgent hazard, like no heating, ii) Whether there is a risk to health and safety, iii) on the practicalities of repair e.g. whether in section 20 process has to be carried out, iv) access issues and v) whether the landlord acted promptly to investigate, arranged inspections, and kept the repair process moving.

Counterclaim: Loss and damages

Findings

76. The Respondent alleges the following losses, even if I was wrong about the reasonable time the application would not be able to recover the sums claimed because:

a. Damage to property arising before the RTM was in place	The damage caused in 2018 was not damage that this Applicant could have been responsible for as it did not acquire the right to manage until November 2018.
b. Damage to property arising post-summer 2019	After Summer 2019, this Applicant effected the repair. Everyone including the Respondent agreed to engage SR Roofers, their repair failed and another solution had to be found. This Applicant took steps to ensure that the defect was repaired including undertaking the statutory consultation process and instructing a suitable contractor. The repair was then carried out in 2020. Once the main repair was carried out what remained was internal decorative repairs – these do not fall within s11 LTA 1985. The replacement of carpets would normally be recoverable via contents insurance. There is no evidence that the Respondent has utilised her contents insurance – nor is there any evidence of the value of the loss.
c. Illness and Injury	There is no medical evidence at all. There is no evidence of a Pneumonia diagnosis.

	Nor is there any evidence of a causal link between the alleged pneumonia and the roof leak
d. Loss of earnings during illness - £960	The loss of earning arising from pneumonia. Where the Respondent has failed to prove her case in relation to illness and injury, she cannot recover loss of earnings arising from that illness.
e. Loss of use of property	The Respondent is obliged to mitigate her losses. She accepts she was offered alternative accommodation and refused that offer. In those circumstances she cannot then recover for loss of use of property on the basis that she had to confine herself to her bedroom because of water coming through the ceiling.
f. Distress and inconvenience	Distress and inconvenience would come within the loss of use of property claim above. Again, the Respondent was offered alternative accommodation where she would not have had to live in damp and cold conditions. The Respondent has failed to mitigate her loss.

Determination

77. For the reasons set out above, I make no award for loss and damages.

Costs

78. In Claim K6QZ80W3 on 23 June 2025, when dealing with the set aside application, the County Court made the following costs order: "No order as to costs in the application.

79. Claim K6QZ80W3 was then transferred to the Tribunal

    a. the claim for the payability and determination of service charges, is under the Tribunal's jurisdiction.

    b. the claim for statutory interest falls within the County Court jurisdiction.

80. The Respondents' counterclaim falls within the County Court jurisdiction, as the Tribunal has no jurisdiction over the alleged failure to carry out repairs within a reasonable time and the alleged loss and damage flowing from that.

81. The Applicant applies for its costs under

    a. the lease as contractual costs; which fall within the County Court jurisdiction, and

    b. Rule 13 (9) of the Tribunal Rules; which falls within the Tribunal jurisdiction.

82. After the hearing, the Applicant provided updated N260s.

    a. The costs relating to L5PP7706 (the Landlord's claim including forfeiture which was dismissed) were removed.

    b. There was an N260 setting out the pre-transfer County Court costs

    c. There was an N260 setting out the post-transfer costs.

83. The Respondent made no submission on the revised N260s.

Contractual costs – County Court Jurisdiction

84. The Applicant says that the Respondent is contractually liable for any legal costs and expenses that are incurred in addition to the Service Charge arrears. See Clause 3(12), Clause 4(k) and Clause 1(b) of the Fifth Schedule, which state:

    "3(12) To pay all proper expenses including Solicitors costs and Surveyors fees incurred by the Landlord of and incidental to the preparation and service of a notice under Sections 146 and 147 of the Law of Property Act 1925 (or any other notice hereunder) notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

    "4(k) To make provisions for the payment of all proper legal and other costs and expenses incurred by the Landlord in the running and management of the Building and in the enforcement or attempted enforcement of the covenants conditions and regulations contained in the Leases granted of any flats in the Building and the regulations imposed hereunder."

    "1(b) To indemnify the Landlord against any non-observance or non-performance of the Tenants covenants in the Lease"

Findings

85. Costs liability under Clause 3(12).

    a. I have considered Khan v Tower Hamlets LBC [2022] EWCA Civ 831 and the specific wording of clause 3(12).

    b. There is no reference to a notice under Sections 146 and 147 of the Law of Property Act 1925 in the particulars of claim, nor in the trial bundle. There is no Section 146 notice/notice of forfeiture in evidence.

c. The Freeholder (not a party) did peruse forfeiture in dismissed claim L2PP7706 but not the Applicant.

d. There is no evidence that the Applicant, an RTM company (who is not the freeholder), can enforce the right to forfeiture.

86. Dealing with the other clauses/schedules relied on by the Applicant:

a. Clause 4(k) is an obligation on the landlord

> *4. The Landlord with the intent to bind itself and its successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not to bind itself after it shall have parted with such reversion or to incur further liability thereafter* HEREBY COVENANTS *with the Tenant as follows:-*
>
> *4(k) To make provisions for the payment of all proper legal and other costs and expenses incurred by the Landlord in the running and management of the Building and in the enforcement or attempted enforcement of the covenants conditions and regulations contained in the Leases granted of any flats in the Building and the regulations imposed hereunder*

87. Fifth Schedule 1(b)

a. I am satisfied that the Fifth Schedule 1b contains the wording of an indemnity as follows –

> *1. Covenants on the part of the Transferee*
>
> *The Transferee hereby covenants with the Landlord:*
>
> *a. To pay the rents reserved by the Lease and observe and perform the covenants and conditions on the part of the Tenant contained in the Lease as if the Transferee were the Tenant named in the Lease.*
>
> *b. To indemnify the Landlord against any non-observance or non-performance of the Tenants covenants in the Lease.*
>
> *c. To register the transfer with the Landlord in accordance with the Lease and at the same time to give Notice to the Landlord or its solicitors and the Managing Agent of the name and address of the party to whom future rent demands should be sent.*

88. However, there is no signed deed of covenant. I note that in Clause 3 and 3(9)(d) it says:

2. *The Tenant HEREBY COVENANTS with the Landlord as follows:-*

> *3(9)(d) Upon every assignment charge transfer or other instrument effecting or evidencing any transmission or devolution of the Demised Premises or of any term estate or interest therein (i) to give notice (in duplicate) to the Landlord's Solicitors and to the Management Agent nominated by the Landlord for the management of the Building (if any) for registration within one month from the date thereof and to pay each of them a reasonable registration fee of at least FIFTY POUNDS (£50) plus VAT for each such registration and (ii) to procure that upon every assignment or transfer such party enters into a direct covenant with the Landlord to observe and comply with the covenants herein contained such Deed of Covenant to be in the form set out in the Fifth Schedule hereto PROVIDED ALWAYS that the Landlord will not be required to give the Certificate referred to in Clause 6(11) if there is any arrears of ground rent or service charge or there is any material breach of covenant.*

89. In 3(9)(d) it states specifically that on transfer a direct covenant with the Landlord must be procured. I do not have a deed signed by the Respondent.

Determination

90. I find that costs incurred were not incidental to the preparation and service of a notice under Sections 146 and 147 of the Law of Property Act 1925
91. I cannot hold a party to a deed of covenant where there is no evidence before me that they have signed it.
92. Even if there existed a deed signed by the Respondent and/or the indemnity in the Fifth Schedule 1(b) is enforceable against the Respondent, the indemnity indemnifies the Landlord; it does not permit third parties, e.g. managing agents, to enforce the indemnity. There is no evidence that the Applicant can enforce the Fifth Schedule 1(b) indemnity.

County Court Costs – County Court Jurisdiction

93. The Applicant has been successful in their County Court claim for interest. The service charge claim was transferred to the Tribunal and determined under the Tribunal jurisdiction – a no-costs jurisdiction, save for Rule 13, see below.
94. The Applicant has been successful in their defence of the County Court counterclaim. The counterclaim was limited to £10,000.
95. As the case was not allocated to a track in the County Court, I have considered CPR 46.13 (3):

> *(3) Where the court is assessing costs on the standard basis of a claim which concluded without being allocated to a track, it may restrict those costs to costs that would have been allowed*

on the track to which the claim would have been allocated if allocation had taken place.

96. I find that the value of the claim and the counterclaim means that this matter would have been allocated to the small claims track and I will restrict costs to those that would have been allowed has this matter been allocated to, these are as follows:

Issue Fee	£	455.00
Legal Representative	£	100.00
Hearing Fee	£	227.00
Witness expenses	£	95.00
Total	**£**	**877.00**

Rule 13

97. The Applicant also applies for costs under Rule 13. This is a Tribunal matter

> *13.— Orders for costs, reimbursement of fees and interest on costs*
>
> *(1) Subject to paragraph (1ZA), the Tribunal may make an order in respect of costs only—*
>
> > *(b) if a person has acted unreasonably in bringing, defending or conducting proceedings;*
>
> *(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.*

Case Law

98. The Upper Tribunal in the case of Willow Court Management Company (1985) Ltd v Alexander [2016] UKUT 290 (LC) set out a systematic approach to applications made under the rule, which should be adopted as follows:

99. At the first stage, the question is whether a person has acted unreasonably. This involves applying an objective standard of conduct to the facts of the case. If there is no reasonable explanation for the conduct complained of, the behaviour will be properly adjudged to be unreasonable.

100. At the second stage, the Tribunal should consider whether, in the light of the unreasonable conduct, it ought to make an order for costs or not.

101. If the Tribunal considers that it ought to make an order for costs, the question is what the terms of that order should be.

102. In Willow Court Management Company (1985) Ltd, the UT held that Rule 13(1)(b) should both be reserved for the clearest cases and that in every case it will be for the party claiming costs to satisfy the burden of demonstrating that the other party's conduct has been unreasonable. The UT also stated

that, when considering whether a costs order ought to be made, all the circumstances of the case should be taken into account.

Findings

103. The Applicant has not specified the unreasonable behaviour it relies on.

104. The Tribunal notes that on 05 December 2025 the Respondent did not attend the hearing and the following was recorded on the order:

> *Tribunal was satisfied that the Respondent had been given due notice of the hearing and that it was in the interests of justice to proceed with the hearing in her absence. The Tribunal was disappointed at the failure of the Respondent to attend the hearing and considered that her non-attendance amounted to unreasonable conduct. Mr Sinever sought an order for costs of the day against the Respondent pursuant to rule 13 of the Tribunal Procedure Rules 2013. The Tribunal stated that it was unable to make a costs order without first giving the Respondent an opportunity to make representations (Rule 13(6)). That did not preclude the Applicant from making an application for costs pursuant to Rule 13 if it so wished at some future date.*

105. Ms Buparai in her statement dated 01 February 2025 says:

> *3. I would first like to apologise for not attending the hearing. I was very ill on that day with vertigo which I suffer from and which confines me to bed. I had tried to get an appointment to see my GP to confirm it but I could not get one until 18th December so I just stayed in bed.*

106. This explanation was not challenged in cross-examination. The Tribunal accepts the explanation provided by Ms Buparai.

Determination

107. The Applicant must satisfy the burden of demonstrating that the other party's conduct has been unreasonable. As no conduct is specified and the Respondent has provided an explanation for her non-attendance, the Applicant cannot prove that the conduct of the Respondent was unreasonable.

108. The Tribunal does not find that the Respondent’s conduct was unreasonable and therefore refuses the application for costs under Rule 13.

S20c Application

109. The Respondent at the hearing said that she wanted to apply for costs limitation orders under s.20C LTA 1985 and under para 5A of Sch.11 to CLRA 2002. This is a Tribunal matter.

110. Similar principles apply to both applications. The case law is summarised in Conway v Jam Factory [2013] UKUT 0592 (LC) at [51] to [58]. In Schilling v Canary Riverside Development PTE Ltd (2006) LRX/26/2005, HHJ Rich stated at [14] that:

> *"In service charge cases, the "outcome" cannot be measured merely by whether the Applicant has succeeded in obtaining a reduction. That would be to make an Order "follow the event". Weight should be given rather to the degree of success, that is the proportionality between the complaints and the Determination, and to the proportionality of the complaint, that is between any reduction achieved and the total of service charges on the one hand and the costs of the dispute on the other hand."*

111. The Applicant is owed service charges, service charges that it needs to maintain the building where the Respondent's leasehold property is. There is no basis to make a s.20C LTA 1985 order or an order under para 5A of Sch.11 to CLRA 2002.

Determination

112. Having heard the submissions from the Respondent and taking into account the determinations above, the Tribunal determines that it is not just and equitable in the circumstances to make an order under s.20C of the LTA 1985.

113. The Respondent's application is refused.

Orders

114. There is a County Court order setting out the following orders:

Claim and Counterclaim

1. The claim is allowed.

2. **By 4pm on 20 August 2026**, the Defendant shall pay the Claimant £6,663.06, credit to be given for payments made, broken down as follows:

    a) Outstanding service charges for the service charge years 2019/2020/2021/2022/2023, being £5,668.52.

    b) Statutory Interest: £994.54.

3. The counterclaim is dismissed.

Costs

4. **By 4pm on 20 August 2026**, the Defendant shall pay the Claimant's costs summarily assessed on the standard basis at £877.00 inclusive of VAT and disbursements, such costs to be added to the Judgment Debt.

Miscellaneous

5. The total sum to be paid is £7,540.06 (credit to be given for payments made). The date and time of payment is 4 pm on 20 August 2026.

Name: Tribunal Judge Elizabeth Bowden **Date:** 23 July 2026

RIGHTS OF APPEAL

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case at rpsouthern@justice.gov.uk.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.

3. 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.

4. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Schedule 1 – Lease key clauses

Clauses

3. The Tenant HEREBY COVENANTS with the Landlord as follows:-

3(12)
To pay all proper expenses including solicitors costs and Surveyors' fees incurred by the Landlord of and incidental to the preparation and service of a notice under Sections 146 and 147 of the Law of Property Act 1925 (or any other notice hereunder) notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

3(17)
During the Term to pay to the Landlord the Tenant's share of total expenditure equal to the percentage fraction stated in Paragraph 9 of the Particulars as an initial payment in advance of the sum allocated to the Flat being made on the 1st day of January and the 1st day of July in each year or on such other date as the Landlord shall from time to time reasonably require and to pay to the Landlord such reasonable sum in advance and on account of the Tenant's share of total expenditure as the Landlord or its Managing Agent (as the case may be) shall from time to time specify at its discretion to be a fair and reasonable advance payment and in particular on the execution hereof the Tenant shall make an interim payment of an account stated by the Landlord on account of the service charge for the period to the next service charge payment date.

3(18)
In the event that any payment hereunder to the Landlord is not paid within fourteen days of the due date the same shall be payable with interest thereon at the rate of FOUR PERCENT (4%) per annum above the base rate from time to time of Allied Irish Bank pie or if such bank ceases to exist such other clearing bank reasonably specified by the Landlord calculated on a day to day basis from the date it became due to the date of payment and the aggregate amount for the time being so payable shall at the discretion of the Landlord be recoverable by action or as rent in arrears.

4. The Landlord with the intent to bind itself and its successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not to bind itself after it shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANTS with the Tenant as follows:-

4(k)
To make provisions for the payment of all proper legal and other costs and expenses incurred by the Landlord in the running and management of the Building and in the enforcement or attempted enforcement of the

covenants conditions and regulations contained in the Leases granted of any flats in the Building and the regulations imposed hereunder.

4(l)
To charge to the service charge account such reasonable interest as may be charged to the Landlord or if any monies are disbursed by the Landlord or the Managing Agent out of its own accounts and not out of the service charge fund such interest as would have been charged to the Landlord has a loan been obtained in order to meet the obligations of the Landlord under the terms of the Lease.

Third Schedule

The Service Charge

1.
In this Schedule the following expressions shall have the following meanings respectively:-

(i)
"Total Expenditure" means all reasonable and proper costs and expenses whatsoever incurred by the Landlord acting reasonably in any accounting period in carrying out its obligations under Clause 4 and Clause 5 of this Lease including (but without prejudice to the generality of the foregoing) the reasonable costs of providing any additional service pursuant to the provisions hereof and at the absolute discretion of the Landlord any sum or sums set aside by the Landlord to meet such future costs as the Landlord shall in its absolute discretion expect to incur.

(ii) '
'The Service Charge" means such percentage of the total expenditure as is specified in paragraph 9 of The Particulars or such other percentage as may be notified to the Tenant by the Landlord in accordance with paragraph 9 of The Particulars.

(iii)
"The Interim Charge" means such sum to be paid on account of the Service Charge in respect of each accounting period as the Landlord and its Managing Agents shall specify at their reasonable discretion to be a fair and reasonable interim payment.

2.
In this Schedule any surplus accumulated from previous years shall not include any sum set aside for the purposes of future expenditure.

3(a)
The Tenant hereby covenants with the Landlord to pay the Service Charge in accordance with the provisions of Clause 3(17) of the Lease.

Fourth Schedule

Ground Rent and Service Charge

Flat No.8	Ground Rent Allocated to the Flat	Service Charge Percentage allocated to Flat 8
	£250.00 p.a. for the first 25 years of the term, £350 p.a. for the second 25 years of the term, £450 for the next 25 years of the term, £550 p.a. for the next 25 years of the term and £650 for the remainder of the term.	8.33 per cent

Fifth Schedule

l. Covenants on the part of the Transferee

The Transferee hereby covenants with the Landlord:

a. To pay the rents reserved by the Lease and observe and perform the covenants and conditions on the part of the Tenant contained in the Lease as if the Transferee were the Tenant named in the Lease.

b. To indemnify the Landlord against any non-observance or non-performance of the Tenants covenants in the Lease.

c. To register the transfer with the Landlord in accordance with the Lease and at the same time to give Notice to the Landlord or its solicitors and the Managing Agent of the name and address of the party to whom future rent demands should be sent.