



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

Case Reference	:	LON/00AT/LSC/2025/0990
Property	:	Flat 102, 548 Chiswick High Road, London W4 5RG
Applicant	:	Adrian Riches
Representative	:	In person but assisted by Fiona King as a McKenzie friend
Respondents	:	A2 Dominion Homes Limited (First Respondent) and Chiswick High Road 548-560 FH Ltd
Representative	:	Sonia Rai of Counsel instructed by the First Respondent's legal department <i>[NOTE: acting for First Respondent only]</i>
Type of Application	:	For a service charge determination pursuant to Section 27A of the Landlord and Tenant Act 1985
Tribunal Members	:	Judge P Korn Ms C Barton MRICS
Date of hearing	:	3 August 2026
Date of decision	:	5 August 2026

DECISION

Description of hearing

The hearing was a face-to-face hearing.

Decisions of the tribunal and record of concessions made by the parties

- (1) The First Respondent concedes that under the terms of the Applicant's lease the Applicant should only be paying 1.833% of the total annual service charge, not 8.33%. Accordingly, the First Respondent agrees that the correct percentage to be applied in respect of the year ending in 2020 to and including the year ending in 2024 (the years in dispute) should be 1.833%. The First Respondent further agrees that it will credit the aggregate overcharge back to the Applicant's service charge account and will refund to the Applicant any overpayment after taking into account any service charge arrears.
- (2) In the light of the above concession, the Applicant agrees not to pursue any of the other challenges to the service charge forming part of his application.
- (3) The tribunal refuses the First Respondent's application to strike out the Applicant's case, but it should be noted that the practical impact of (1) and (2) above reduces the relevance of this refusal.
- (4) The tribunal hereby makes an order under section 20C of the Landlord and Tenant Act 1985 that 50% of the costs incurred by the First Respondent in connection with these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant (*insofar as relevant to the amount payable by the Applicant himself, this means that not more than 50% of these costs can be added to the service charge*).
- (5) The tribunal hereby also makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 reducing by 50% the Applicant's liability (if any) to pay as an administration charge under his lease the costs incurred by the First Respondent in connection with these proceedings (*this means that not more than 50% of these costs can be charged to the Applicant as an administration charge*).
- (6) The tribunal further orders that the First Respondent may not circumvent the intended effect of (4) and (5) above by (for example) charging some of its costs to the Applicant as an administration charge and some of its costs to the Applicant through the service charge.
- (7) For the avoidance of doubt, the decision in (4) above does not constitute a decision that those costs are payable as a service charge item under the Applicant's lease or will be reasonable in amount if and when so charged. Likewise, the decision in (5) above does not constitute a decision that those costs are payable as an administration charge under the Applicant's lease or will be reasonable in amount if and when so charged.

Introduction and Background

1. The Applicant originally sought a service charge determination pursuant to section 27A of the Landlord and Tenant Act 1985 (“**the 1985 Act**”) in relation to the Property.
2. The original application raised a range of issues in respect of the service charge year ending 2020 to and including the service charge year ending 2024.
3. The procedural history of this case is complex and is a matter of record. It will briefly be referred to below to the extent considered relevant to the tribunal’s reduced role in this case following certain concessions having been made.
4. Directions were originally issued in this case – on the basis of the papers that were before the tribunal at the time – on 5 September 2025. Those directions stated that the final hearing would take place on 19 February 2026. However, the tribunal panel due to hear the case reached the conclusion that the final hearing could not proceed on that date. Accordingly, that panel converted the hearing into a case management conference, and it issued further directions. In the preamble to those further directions the tribunal observed as follows:
 - The original directions required disclosure of documents, exchange of schedules and statements and production of a bundle for a hearing on 19 February 2026, but it was apparent that neither party had complied with the original directions.
 - The Applicant was contacted by the tribunal on 4 February 2026 and 13 February 2026 requesting the hearing bundle, which was provided on 15 February 2026.
 - The First Respondent had not been aware of the case and the hearing until the day before the scheduled hearing due to the use of a shared inbox email address. The First Respondent had therefore not sent the Applicant any of the directed information.
 - The Applicant had not contacted the tribunal to advise of the First Respondent’s lack of compliance with the original directions and therefore no case management orders had been made.
 - The Applicant had been unable to submit a complete bundle due to the First Respondent’s previous lack of engagement with the proceedings and the absence of key information required about the service charges.

- During an exploration of the issues at the case management conference, the First Respondent confirmed that its interest in the building of which the Property forms part is a headlease and that the freehold owner of the estate is Chiswick High Road 548-560 FH Ltd (“**the Second Respondent**”). A significant proportion of the service charges in dispute, termed “External Agents Charge” in the accounts, are fees charged to the First Respondent by the Second Respondent and are passed on by the First Respondent to the Applicant (and other leaseholders). The First Respondent was unable to explain these charges and the tribunal therefore ordered that the Second Respondent be joined to the application. The tribunal also made a series of directions regarding disclosure and the issuing of statements of case by the Applicant, the First Respondent and Second Respondent.

5. On 1 May 2026 the tribunal noted that:

- on 15 March 2026 the Applicant had applied for an order requiring the Respondents to provide certain documents which he asserted they had failed to send him;
- the tribunal had then directed that by 10 April 2026 the First Respondent state to the tribunal and to the Applicant (i) the Second Respondent’s full details, (ii) if it had not complied with the initial disclosure directions, why it had not complied, (iii) what action it intended to take to remedy any breach and (iv) why it should not be barred from taking any further part in the proceedings;
- on 20 April 2026 the Applicant had then applied for a debarring order against the First Respondent and the Second Respondent asserting that in breach of the further directions of 19 February 2026 they had failed to serve final accounts for the year ending 2020 and had failed to provide the managing agent’s apportionment matrix and the external agents invoices;
- neither Respondent had responded to the Applicant’s application dated 20 April 2026

and, accordingly, the tribunal made ‘unless’ orders against both Respondents.

6. The ‘unless’ orders were orders that (a) unless the First Respondent sent to the Applicant the final accounts for the year ending 2020, the managing agent’s apportionment matrix and the demands from the Second Respondent for the external agent’s charges for the years being disputed by 15 May 2026 it would be debarred from taking any further part in these proceedings and (b) unless the Second Respondent sent to

the Applicant copies of the demands for the external agents' fees charged to the First Respondent for the years ending 2020, 2021, 2022, 2023 and 2024 and a breakdown and an explanation of how those fees were calculated, it would be debarred from taking any further part in these proceedings.

7. On 3 June 2026 the Second Respondent was barred from taking any further part in these proceedings for non-compliance with the 'unless' order against it. Following a dispute as to whether the First Respondent had complied with the 'unless' order against it, the tribunal did not decide to bar the First Respondent.
8. In her skeleton argument served shortly before the day of the hearing and orally at the start of the hearing, Counsel for the First Respondent sought an order that the Applicant's application be struck out in its entirety.

The hearing

9. Near the beginning of the hearing, it was established that the First Respondent accepted that it had been charging the Applicant a much higher percentage of the service charge than is warranted by the clear terms of the Applicant's lease. The First Respondent had been charging him 8.33% of the total service charge but Ms Rai for the First Respondent accepted that under the terms of his lease the First Respondent should be – and should have been – charging the Applicant only 1.833% of the total service charge.
10. Ms Rai was unable to explain why this point had not been noticed by the First Respondent at a much earlier stage, other than by saying that the First Respondent owns/manages many different properties. There followed a debate as to whether the Applicant had raised this issue as part of his application. The Applicant maintained that he had, as partly evidenced by his repeated request for a copy of the 'apportionment matrix'. Ms Rai for the First Respondent said that this issue had not formed part of the application and that the 'apportionment matrix' was irrelevant to this point as it related to the proportion of the amount payable under the First Respondent's headlease, not the percentage payable by the Applicant himself.
11. The First Respondent's confirmation that the proportion of the service charge payable under the Applicant's lease is 1.833% was accompanied by confirmation by Mr Hamlet (the Respondent's service charge manager) that the First Respondent would credit the aggregate overcharge back to the Applicant's service charge account for the year ending in 2020 to and including the year ending in 2024 inclusive and would refund any overpayment after taking into account any service charge arrears.

12. Ms Rai said that the First Respondent was considering making a separate application to the tribunal for a variation of all of the leases so that in aggregate it received 100% of the cost of providing the services. She also said that any such application might include a request that the variation be backdated. However, she confirmed that no such application had yet been made.
13. In the light of the concessions and discussion on the apportionment issue, the tribunal asked the Applicant whether he still wanted to challenge the individual service charge items, and it adjourned the hearing to allow him time to consider the matter together with his McKenzie friend. After the adjournment the Applicant said that he would no longer be pursuing any of the individual items of challenge.
14. Accordingly, there were no longer any issues in respect of which there was a dispute on which a tribunal determination could be made, aside from the First Respondent's strike-out application and the Applicant's cost applications.

First Respondent's strike-out application

15. Specifically in relation to the First Respondent's strike-out application, that application has less relevance now that there is nothing in the Applicant's original application (apart from his cost applications) that still falls to be determined.
16. The First Respondent's strike-out application is refused. As set out elsewhere in this determination, the procedural history of this case is complex and in our view there is no proper basis for simply striking out the Applicant's case. Whilst many aspects of that case are insufficiently argued, we do not consider that the Applicant has failed to co-operate with the tribunal or that he has behaved in a frivolous or vexatious manner or that the proceedings amount to an abuse of process.
17. The Applicant has been in breach of directions but so have the Respondents. Furthermore, whilst the Applicant has in good faith sought information from the Respondents to enable him better to understand and/or challenge the payability of the service charges demanded, the Second Respondent has provided no information and the First Respondent has also been at fault – see paragraphs 21 onwards below. And whilst it is arguable that there was no reasonable prospect of many aspects of the Applicant's case succeeding on the evidence before us, this alone in our view is not a proper basis for striking out his case on the day of the final hearing when there were other options available.

Cost applications

18. The Applicant has made cost applications under (a) section 20C of the 1985 Act (a “**Section 20C Application**”) and (b) paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (a “**Paragraph 5A Application**”).

19. The relevant parts of Section 20C read as follows:

“(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before ... the First-tier Tribunal ... are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant

(3) The ... tribunal ... may make such order on the application as it considers just and equitable in the circumstances.”

20. Therefore, a Section 20C Application in the context of these proceedings is essentially an application that the First Respondent be prohibited from charging to the Applicant through the service charge any of the costs incurred by it within these proceedings.

21. The relevant parts of Paragraph 5A read as follows:-

“(1) A tenant of a dwelling in England may apply to the relevant ... tribunal for an order reducing or extinguishing the tenant’s liability to pay a particular administration charge in respect of litigation costs”.

(2) The relevant ... tribunal may make whatever order on the application it considers to be just and equitable.”

Therefore, a Paragraph 5A application in the context of these proceedings is an application for an order that the whole or part of the costs incurred by the First Respondent in connection with these proceedings cannot be charged direct to the Applicant as an administration charge under his lease.

22. The procedural history of this case is complicated, and both parties have been in breach of directions. The Applicant is a litigant in person and therefore it is arguable that he should be given some leeway. It is also clear that the Applicant feels that his breaches of directions – in particular the very late service of his Scott schedule – was a direct result of the Respondents’ failure to engage and to provide relevant information.

23. As for the First Respondent, it is accepted that to some extent it was reliant on the Second Respondent for information, although it is unclear why it had been taken such a 'hands off' approach and has not on its own initiative outside the context of these proceedings taken steps much earlier to interrogate the service charges billed by the Second Respondent. Of even more concern is the First Respondent's failure to notice until partway through these proceedings that it had been billing the Applicant on the basis of a service charge percentage which is about 4.5 times higher than the percentage clearly set out in the lease.
24. As for the nature and quality of the Applicant's case, we consider it plausible that he believed that he was challenging the proportion of the service charge payable under his lease even though the apportionment matrix that he was seeking was irrelevant to this point. His case on other points, although not analysed in detail at the hearing, did seem quite weak, but we do have some sympathy for him in that he battled to obtain information to help him to understand the service charges, and it seems to us that the Respondents were not nearly as helpful as they could have been. The Second Respondent was, as a result of its failure to engage, debarred from these proceedings, and the First Respondent – although not debarred – was subject to an 'unless' order.
25. Taking all of the circumstances into account, we consider that the just and equitable approach is to make orders to the effect that the First Respondent cannot recover more than 50% of its costs as an administration cost from the Applicant and cannot recover more than 50% of its costs through the service charge insofar as relevant to the Applicant's own service charge bill.
26. We therefore make an order under section 20C of the 1985 Act that 50% of the costs incurred by the First Respondent in connection with these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant. We also make an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 reducing by 50% the Applicant's liability (if any) to pay as an administration charge under his lease the costs incurred by the First Respondent in connection with these proceedings.
27. We further order that the First Respondent may not circumvent the intended effect of paragraph 26 above by (for example) charging some of its costs to the Applicant as an administration charge and some of its costs to the Applicant through the service charge.
28. Finally, it should be noted that these cost orders are only relevant to the Applicant and do not affect other leaseholders.

Name: Judge P Korn

Date: 5 August 2026

RIGHTS OF APPEAL

- A. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) a written application for permission must be made to the First-tier Tribunal at the regional office dealing with the case.
- B. 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.
- C. If the application is not made within the 28 day time limit, such application must include a request for extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- D. 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.

APPENDIX

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

- (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.

Section 19

- (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 provisions 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.

Section 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 ... is void in so far as it purports to provide for a determination – (a) in a particular manner, or (b) on particular evidence.