FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AS/LSC/2024/0617**
Property	:	**10 Tollgate Drive, Hayes, Middlesex, UB4 0NP**
Applicants	:	**Tamer Aksoy**
Representative	:	**N/A**
Respondent	:	**Holding and Management (Solitaire) Ltd**
Representative	:	**JB Leitch Solicitors** **Miss Hogarth of Counsel**
Type of application	:	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	:	**Judge Vodanovic** **Mr J Naylor FRICS**
Venue	:	**10 Alfred Place, London WC1E 7LR**
Date of decision	:	**Hearing held on 13.7.2026**

DECISION

Decisions of the tribunal

(1) The tribunal determines that the sums payable by the Applicant in respect of the service charges for the years 2020, 2021 and 2022 are as demanded by the Respondent. No other challenges made to any other service and administration and other charges are made out.

(2) The tribunal makes the determinations as set out under the various headings in this Decision.

(3) The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 or paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, and makes no order in the Applicant's favour in respect of the tribunal fees.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of administration charges payable by the Applicant in respect of a number of service charge years Year End 2020, 2021 and 2022 (as per the Scott Schedules) and other more general issues raised.

The hearing

2. The Applicant did not attend the final hearing listed on 13th July 2026. The Respondent was represented by Miss Hogarth of Counsel. The tribunal had the benefit of a skeleton argument from Miss Hogarth. Miss Kirk attended as a witness on behalf of the managing agents, FirstPort Property Services, who were engaged by the Respondent to manage the Property.

3. At 10am, when the Applicant had not attended the tribunal building, the Tribunal staff telephoned him to inquire if he would be attending. He stated he was aware of the hearing but he would not be attending. The reason he gave over the telephone to the tribunal staff was that he had not received documents from the Respondent he had asked for. No further information was provided.

4. The Applicant had not made an application to adjourn the hearing. He had in fact not made any other application, nor one specifically in relation to the alleged non-disclosure. There was no correspondence from him since March 2026, whether to express dissatisfaction with not having received documents, or indicating that the hearing could not go ahead for that or any other reason. He had given no indication at all

prior to the day of the hearing that he would not be attending. It was open to the Applicant to contact the tribunal and seek further guidance as to how to proceed, but he chose not to do that, and ultimately chose not to attend the hearing and not to notify the tribunal.

5. In the absence of the Applicant (even though he was clearly aware of the hearing), and in the absence of any application to adjourn, the tribunal proceeded with the hearing as it had been listed for some time and proceeded to consider the application based on its merits.

6. The Tribunal had the benefit of a Bundle which the Respondent had prepared. It consisted of 414 pages. Any reference to numbers in square brackets is to those within the Bundle.

7. Neither party requested an inspection of the Property and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

The background

8. The Property which is the subject of this application is a flat in a purpose-built block of eight flats (7 - 14 Tollgate Drive). The Applicant is the registered proprietor of the leasehold title to 10 Tollgate Drive.

9. The Respondent is the registered proprietor of the freehold title and it also owns a further block of flats (68 to 78 Tollgate Drive) in the Development.

10. The relevant Lease [144] relating to the Property is dated 30th December 1998 and is a tripartite Lease made between Barratt Homes Ltd, the Respondent (referred to as the 'Company'), and the Applicant, for a term of 999 years.

11. The Respondent is the Applicant's immediate landlord.

12. The relevant Lease provisions are as follows:

Clause 1.7:

the Service Charge means the sum equal to One Eighth (or other such proportion as may be determined pursuant to Part I of the Fourth Schedule) of the aggregate Annual Maintenance Provision for the whole Block for each Maintenance Year (computed in accordance with Part II of the Fourth Schedule)

Clause 1.8:

Special Contribution means any amount which the Company shall reasonably consider necessary for any purposes set out in the Fifth Schedule hereof for which no provision has been made within the service charge and for which no reserve provisions has been made under the Fourth Schedule, part II, paragraph 2(ii)

Clause 3:

The Lessee hereby covenants with the Developer and the Company as follows:

...

3.2 In respect of every Maintenance Year to pay the Service Charge to the Company by two equal instalments in advance on the half-yearly days provided that in respect of the Maintenance Year correct at the date hereof the Lessee shall on the execution hereof pay a due proportion of the current Service Charges specified in paragraph 10 of the Particulars.

...

3.4: To pay to the Company on demand a due proportion (calculated on the basis of the proportion specified in clause 1.7) of any Special Contribution that may be levied by the Company

...

Clause 4:

The Company hereby covenants with the Lessee as follows:

4.1 The Company will during the term carry out the repairs and provide the services specified in the Fifth Schedule provided always that:

(a) the Lessee shall have paid the rents hereby reserved the Service Charge any Maintenance Adjustment or any Special Contribution due

...

The First Schedule, Part I - Description of the Flat

...

Paragraph 2 - the Flat includes (for the purpose of obligation as well as grant):

...

... But excludes:

...(c) the windows and window frames (other than glass therein).

The Fourth Schedule:

Part II Computation of Annual Maintenance Provision

...

Paragraph 2: The annual Maintenance Provision shall consist of

A sum comprising:

(i) the expenditure estimated as likely to be incurred in the Maintenance Year by the Company for the purposes mentioned in the Fifth Schedule together with

(ii) An appropriate amount as a reserve for or towards those of the matters mentioned in the Fifth Schedule as are likely to give rise to expenditure after such Maintenance Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year during such unexpired term including (without prejudice to the generality of the foregoing) such matters as the decorating of the exterior of the Block the repair of the structure thereof and the repair of the Conduits

(iii) A reasonable sum to remunerate the Company for its administrative and management expenses in respect of the Block (including a profit element) such sum if challenged by any lessee to be referred for determination by an independent Chartered Accountant appointed on the application of the Company by the President of the Institute

of Chartered Accountants in England and Wales acting as an expert.

...

The Fifth Schedule: purposes for which the Service Charge is applied

<u>Decoration and repair of structure and maintenance of grounds</u>

1. (a) as often as may in the opinion of the Company be necessary to prepare and decorate in appropriate colours with good quality materials and in a workmanlike manner all the outside rendering wood and metalwork of the Block usually decorated

(b) To keep the interior and exterior walls and ceilings and floors of the Block and the whole of the structure roof foundations and main drains boundary walls and fences of the Block (but excluding such parts thereof as are included in the Flat by virtue of the definition contained in Part 1 of the First Schedule and the corresponding parts of all other flats in the Block) in good repair and condition

(c) properly to cultivate and preserve in good order and condition the Communal Areas and to keep the roads and footpaths in the Block (other than those intended to be adopted by the highway authority) and all parking spaces paths fences screens and walls property maintained and surfaces and (where appropriate) lighted.

...

<u>Payment of costs incurred in management</u>

5. To make provision for the payment of all costs and expenses incurred by the Company

(a) in the running and management of the Block and the costs and expenses (including Solicitors' costs) incurred in the collection of rent and service charges in respect of the flats and parking spaces therein and in the enforcement of the covenants and conditions and regulations contained in the leases granted of the flats and parking spaces in the block and

...

(e) in the payment of the costs fees and expenses paid to any Managing Agent appointed by the Company.

13. Pursuant to the provisions of the Lease as set out above, the Respondent has certain repairing obligations and is required to provide services and the Applicant is required to contribute towards their costs by way of a variable service charge. The Maintenance Provision includes a reserve fund contribution.

14. The Applicant has repairing obligations for the Flat itself as is set out in the Third Schedule to the Lease (Lessee's covenants) but there are some exclusions, as will be discussed further below.

<u>The issues</u>

15. There has been a lack of clarity from the Applicant as to what issues are in fact to be determined by the tribunal. The application filed by the Applicant is lacking in detail and fails to identify any particular service charge year or any particular amount of service or administration charge. It appears to raise issues with 'external works' generally and more particularly in relation to 'windows' but without highlighting any particular amount that has been charged.

16. At [11], box 12 of the application, the Applicant mentions a number of other points but none of these amount to a challenge to any particular service charge or administration charge.

17. Within the application, the Applicant refers back to a decision of the Leasehold Valuation Tribunal (LVT) which dealt with 'external repair and maintenance works' and then links it back to the issue arising from the 'windows'. This decision was not made available by the Applicant with the application, or subsequently, despite the Tribunal making it clear in its directions [20] that it is the responsibility of the Applicant to provide this documentation.[1]

18. On the point of the previous decision by the LVT, the Applicant has failed to set out with any clarity what the relevance of that decision is in relation to the service charge years which are to be determined by this tribunal in these proceedings. He has failed to draw out any similarities and failed to argue how it is applicable to the issues before this tribunal. For that reason, the tribunal did not have regard to that decision as it was not its role to second-guess what the Applicant might have wanted to argue.

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[1] The Respondent included a copy of this decision, which is at [343], when filing its evidence. It is a decision dating back to 2010.

19. Further, and again within the application, the Applicant raises issues with not having access to documents because the Respondent has failed to provide them.

20. As part of the directions given by the Tribunal, the Respondent was ordered to disclose certain documents and did so. Those documents are found in the Bundle and include audited accounts, estimated budgets, half-yearly demands for service charges and various invoices. The Respondent further provided a witness statement from Donna Kiff which enclosed a number of documents.

21. The Applicant has not provided a Statement of Case, but following the above disclosure, he did file Scott Schedules for three service charge years only (2020, 2021 and 2022) [80 - 82], together with a further document titled 'Dispute notes further to attached schedules of requested expense invoices' [83 - 84]. No issues were raised by him in this document about any lack of disclosure from the Respondent.

22. In response to the witness statement from Donna Kiff, the Applicant wrote an email dated 4.3.2026 [408] seeking to address some of the points raised in her statement, and this is the closest document resembling a statement of case by him.

23. Overall, the tribunal came to the conclusion that there is a distinct lack of clarity in what the Applicant is seeking to challenge. Without identifying any particular amount of service charge which relates to a particular item, it is difficult for the tribunal to engage its jurisdiction in determining whether the amount is payable and if so, whether it is reasonable.

24. Doing the best it can however from the documents provided by the Applicant, the tribunal concluded the following to be the issues which it then went on to consider:

(a) Whilst the tribunal directions made reference to a dispute concerning the last *five* years, the tribunal could not find any relevant issues raised with any other specific years in the Applicant's documents other than those specifically set out in the Scott Schedules. The items of service charges raised specifically in the Scott Schedules for those three years were as follows:

YE 2020 [80]

Grounds maintenance	£2,212.80
General maintenance	£4,381.30

Management fees	£3,250.95

YE 2021 [81]

Grounds maintenance	£2,212.80
General maintenance	£2,863.17

YE 2022 [82]

Refuse bins	£38,000
Grounds maintenance	£2,890.80

(b)The initial application did not raise the above issues but instead focussed almost entirely on what appears to be the Applicant's main issue, namely the '**windows**', and the Applicant's argument can be summarised as follows: the Respondent has been negligent in relation to the windows previously, this resulted in the Applicant having to replace his own windows in 2019, the Respondent was now saying that these windows would have to be replaced which had been planned but these works have been postponed, and the tribunal needs to determine who is responsible for the maintenance of the windows and this long standing windows dispute.

(c)**Waste collection** has also been raised as a separate issue to the specific item of Refuse bins in YE 2022.

(d)In his Dispute points, the Applicant raised an issue with the **Reserve Fund** balance being too high [83] and an increase in the amount collected in or around 2023 [352]. He provided a summary of the amounts paid for years 2020 through to 2026 [357] but having failed to raise these in the Scott Schedules, with specific reference to each year, the tribunal went on to consider this issue more generally.

(e)The Applicant further raised an issue with the **administration and other legal charges and interest** which the tribunal included in its list of issues to consider.

25. The Applicant has raised other issues within his documents, including seeking a complete history of external works carried out by the Respondent (so that he could look into whether these were to be

challenged or not). The tribunal did not regard this as a reasonable request: there had been no particular application by the Applicant in relation to this and the Respondent, quite properly, did not respond to this request. There was nothing for the tribunal to determine on this point. Furthermore, the Applicant went on to raise questions as to whether the managing agents were negligent, alleging generally 'ineffective management procedures' [409], raising issues with accounting procedures [410], etc. The tribunal did not consider these to be matters which were sufficiently particularised with reference to any itemised service charge such that the tribunal could consider them and make any specific determinations, although the tribunal does make comments on some of them as set out below.

26. Having heard evidence from Miss Kiff and submissions from the Respondent's Counsel, and considered all of the documents provided, the tribunal has made determinations on the various issues as set out below, within the context of determining the reasonableness of the service charges incurred and their amounts (in accordance with section 19 of the 1985 Act), and the payability and the reasonableness of the amounts charged by way of administration charges (in accordance with Schedule 11 to the 2002 Act).

Grounds maintenance for YE 2020, 2021 and 2022

27. The sums referred to in the Scott Schedules (as set out above) are for the whole block, and the Applicant's share would have been one eighth of that amount for each of the years. No specific issue was raised in the Scott Schedules for any of the years. The tribunal therefore considered this item in the round. The Applicant raised issues with the state of the fencing (reported 3 years prior, so in 2023) and the branches (reported in or around 2024) [409], and other residents' children leaving bikes outside (an issue which arose in 2025).

The tribunal's decision

28. The tribunal determines that the amounts payable by the Applicant are those which have been demanded from him by the Respondent in respect of this item for each of the service charge years in question and there is nothing to suggest that the amounts are unreasonable.

Reasons for the tribunal's decision

29. The Applicant has failed to state his objections to the three service charge years (2020, 2021 and 2022) which were set out in the Scott Schedules. The relevant clauses of the Lease (as set out in paragraph 12 above), namely the Fifth Schedule, paragraph 1(c), clearly allow for sums to be included in service charges for grounds maintenance.

30. The amounts which will have been charged to the Applicant for each year, being an eighth of the overall figures set out in paragraph 24(b) above, are entirely reasonable.

31. The issues which the Applicant identified were all relevant to years other than those specified in the Scott Schedules. The years 2023, 2024 and 2025 were not put into issue by the Applicant and therefore the tribunal did not consider them. Even if they had been put in issue, it is difficult to know from the Applicant's evidence what relevance this would have had to the challenge of the actual amount charged to him.

General maintenance for YE 2020 and 2021

32. The underlying issue here appeared to be in relation to the bin shed/ waste collection and windows, which are dealt with separately further below. Other than these two issues, the tribunal could not identify what other challenges were being made to the general maintenance for these two years, other than a suggestion by the Applicant that the managing agents were 'negligent'. This however was not set out with any particularity such that the tribunal could not consider it.

The tribunal's decision

33. The tribunal determines that the amounts payable in respect of general maintenance, being an eighth of the figures set out in paragraph 12 above for this item for YE 2020 and 2021 are reasonably incurred and reasonable in amount.

Reasons for the tribunal's decision

34. For reasons set out below in relation to the two issues identified by the Applicant regarding windows and refuse collection/bin shed, and the tribunal not being able to identify any other issue that might arise under this sub-heading, the Applicant's challenge is not made out.

Management fees for YE 2020

35. The issue raised by the Applicant centres around the generic allegation of 'negligence' against the managing agents, and issues relating to waste collection/bin shed area, as well as outstanding repairs which have not been dealt with. The waste collection/bin shed area issue is dealt with separately further below.

The tribunal's decision

36. The tribunal determines that the amount payable in respect of the management fees for YE 2020 is as per the amounts demanded by the Respondent, which are reasonably incurred and reasonable in amount.

Reasons for the tribunal's decision

37. The Respondent is expressly permitted by the Lease to include management fees within service charge demands (see paragraph 12 above - Fifth Schedule, paragraph 5(e)).

38. The Applicant's assertion that the managing agents have been negligent is not explained and certainly not evidenced. There was some suggestion within the Applicant's documents that external decoration works were not being carried out within a five-year cycle and that somehow this was relevant to whether or not the management fees were payable. Yet, the obligation to carry out external decoration works is not expressed in the Lease as a fixed cycle. Even if the criticisms were to be upheld, the Applicant has failed to set out how those criticisms are relevant to the demand for service charges which included that management fee and the reasonableness or otherwise of that amount.

39. The criticisms levelled at the managing agents in dealing with the waste collection/bin shed area are dealt with further below, but in any event they do not lead this tribunal to the conclusion that even if they were made out, they would affect the reasonableness of the amount of the management fee charged.

40. The points raised on un-actioned works by the managing agents are not elaborated on. The Respondent has confirmed in any event that there are only two outstanding items of works relating to the bin shed and the fencing (around the bin shed).

41. The Applicant has not provided any evidence of alternative quotes relating to these management fees.

42. One of the arguments raised by the Respondent was that there was a method in the Lease which was to be used to determine the amount of management fees and this had not been utilised (paragraph 2(iii) of the Fourth Schedule to the Lease [168]). Miss Haugh however made a concession that the statutory jurisdiction afforded to the tribunal would have included a consideration of the reasonableness of the amounts demanded.

Windows

43. The issue around the windows is as per paragraph 24(b) above. The Applicant appears not to want the Respondent to undertake works to his windows, whether this is to be charged for separately by way of a service charge or indeed out of the Reserve Fund. This falls therefore under the General Maintenance provision and potentially also under the Reserve Fund issue.

The tribunal's decision

44. There is no issue for this tribunal to determine as no amount of service charge has been demanded from the Applicant in relation to the windows.

Reasons for the tribunal's decision

45. The Applicant's case on this particular point is confused and unclear. While windows were mentioned in the initial application and appeared to be the main issue, they were not part of any challenge to the amounts set out in the Scott Schedules. There is no particular amount specified by the Applicant as relating to the windows that is being challenged. As already mentioned, the relevance of the previous LVT determination is not made clear.

46. From the documents contained in the Bundle, and as set out above in relation to the Lease provisions, it is clear that the Respondent is responsible under paragraph 1(b) of the Fifth Schedule to the Lease to keep in good repair and condition the structure and exterior of the Block. The Applicant is responsible for the maintenance of the Flat. The definition of the Flat under Part 1 of the First Schedule contains a number of items but expressly excludes, under paragraph 2(c) [158], "windows and window frames (other than glass therein)". It is clear that the Respondent bears the responsibility for maintaining the windows.

47. The difficulty appears to arise in that the Applicant alleges the Respondent was negligent previously in relation to the windows, and as a result of which the Applicant replaced his own windows in 2019. The Respondent then indicated that it wanted to charge the Applicant for replacing the windows again. [352]

48. There are two relevant conclusions here:

    i. The alleged previous negligence or otherwise of the Respondent's actions which led the Applicant to replace his own windows are not within the remit of the tribunal's jurisdiction; why or how he reached the decision to assume responsibility for the replacement of his windows is not clear to the tribunal and has not been explained; the Applicant will have had other remedies available to him at the time which he appears not to have taken advantage of.

ii. No actual work has been done by the Respondent to the windows as yet. There were planned works for the windows in 2022 and 2023, with demands having been made to the Applicant for the payment of these works, but these were then refunded to him as the works did not go ahead. There is therefore no amount which has been demanded by the Respondent from the Applicant (under the general maintenance fee, which is where it would be included, or otherwise) which is the subject of this application and in respect of which the tribunal can engage its jurisdiction.

49. Whether or not the Respondent decides to replace windows in the future is a matter for it to decide. Whether or not the sums sitting in the Reserve Fund are used for that purpose is again a decision yet to be made by the Respondent.

50. There is therefore nothing for the tribunal to determine.

51. The only invoice produced by the Respondent is for repairs in the sum of £946.56 [229]. This sum was not being challenged by the Applicant.

<u>Refuse bins YE 2022 and generally waste collection</u>

52. The item raised in the Scott Schedule for YE 2022 of £38,000 is not evidenced by any demand for that amount. The complaints regarding waste collection appear to be more general and go towards trying to argue that the managing agents have been negligent; therefore, the other charges which are listed in the Scott Schedules in respect of general and grounds maintenance and also management fees should not be recoverable. The tribunal approached the criticisms made by the Applicant on this basis.

<u>The tribunal's decision</u>

53. The sum of £38,000 for refuse bins is not an identifiable sum; it has never been payable (even on the basis of the Applicant's 1/8th of the overall sum). As far as the Scott Schedule for YE 2022 is concerned, there was nothing for the tribunal to determine.

54. As to waste collection generally, the tribunal makes no determination on any particular sum relating to this item because none was presented or where presented it was not in fact challenged by the Applicant. It

further determines that the issues relating to the problems around waste collection are NOT relevant to any other item of service charge.

Reasons for the tribunal's decision

55. The Respondent is obliged to maintain the communal areas as per paragraphs 1(c) and 14 of the Fifth Schedule to the Lease. It is moreover entitled to charge for waste removal under paragraph 2(I) of Part II of the Fourth Schedule to the Lease.

56. There are two items which are usually included in the service charges relating to waste collection and the refuse bin area. The first one relates to the cleaning of the bin area - this is not being challenged by the Applicant. The second relates to waste collection which has been a problem and that much is evident from the correspondence with the Council which is included within the Bundle [85 - 90]. This correspondence though is from 2025. It is not clear what amount is then raised as being in issue either under the general maintenance fees or any other sub-heading. There is certainly no evidence that has been presented to the Tribunal relating to the amount of £38,000 as set out in the Schedule for YE 2022.

57. The cost of the recycling container purchased from the Local Authority by the managing agent in the sum of £384 [272] is not in fact being challenged by the Applicant. No further costs have been incurred by the Respondent in relation to the refuse bins.

58. Addressing the Applicant's assertion that the managing agents have been negligent in how they have dealt with the problems arising from waste collections, the tribunal has struggled to understand the Applicant's argument. The Respondent has disclosed a number of invoices in relation to waste collection (at [222 to 236]) but these relate to YE 2020. Those invoices however are not in dispute and the Applicant failed to query them or argue why these amounts should not be payable or that they are unreasonable in amount. There is then no basis on which he links them to the YE 2022 figure of £38,000.

59. The fact that the Respondent was organising contractors to carry out waste collections to deal with the problem is more indicative of the agents actually dealing with the problem, rather than suggesting they were being negligent.

60. The Applicant then does not present a case whereby there are issues with any subsequent years as to waste collections until the correspondence with the Council in 2025. The response of the managing agents to the problems which were identified with the Council is now to modify the bin store to accommodate 1100L bulk

bins. Steps have been taken to comply with the procedural requirements before this is implemented and a notice to carry out works was issued around 9th December 2025 [340]. These works are going to be funded from the Reserve Fund and appear to be a reasonable response to the problem which has been identified.

61. The tribunal therefore made no determination in respect of this issue as there was no amount that it could consider as to whether it was reasonably incurred or reasonable in amount.

Reserve fund

62. The issue raised by the Applicant was that the credit balance was too high [83] and the amounts payable were increased in 2023.

The tribunal's decision

63. The tribunal concluded that the sums charged in respect of the Reserve Fund are payable and are reasonable in amount.

Reasons for the tribunal's decision

64. The Lease allows for the Respondent to collect sums towards a Reserve Fund, as per paragraph 2, Part II of the Fourth Schedule to the Lease (set out above).

65. The Scott Schedules did not raise any particular issue with the Reserve Fund, but the points of dispute which accompanied those Schedules did simply on the basis that it was too high. In the absence of further clarity from the Applicant, the tribunal proceeded to consider whether the sums charged for all of the years listed on the Applicant's list of Reserve Fund figures [357] were reasonable.

66. The sums claimed for the relevant years 2020, 2021 and 2022 in respect of the Reserve Fund were £2,100 per annum for the whole block, and thereafter at £3,000 per annum for 2024, and £3,100 for 2025 and 2026. There are 8 flats in the block and therefore the contribution from the Applicant was 1/8th of that. The purpose of the Reserve Fund was for the benefit of long term maintenance. The Applicant did not identify any challenge other than to state that the sums had increased recently and the balance was too high.

67. The Tribunal determined that 1/8th of the annual amounts charged was well within the range of sums claimed and there was nothing unreasonable about it.

68. While the reserve fund balance was identified by the Applicant as currently being £18,758.29 [358], this will be used to pay for major works (in this instance the modified bin store). The Respondent is entitled under the terms of the Lease to reserve funds for works that will only arise once during the unexpired term of the Lease. Whilst there was no explanation as to what the remainder of the sums might be used for, there was some indication this might be in relation to windows. Whether or not it is so used is for the Respondent to determine in the future. Contribution into the Reserve Fund does not mean that the contributions are ring-fenced for any particular item.

Administration, legal and other charges

69. The Applicant argues that the fees specified at [411] should not be payable by him. It is not clear on what basis he argues this.

The tribunal's decision

70. The charges identified at [411] are payable by the Applicant. There is no issue for the tribunal to determine as the Applicant has failed to raise a prima facie case.

Reasons for the tribunal's decision

71. These charges were not raised in the initial application. The Scott Schedules do not include them. It is only in March 2026 in response to Donna Kiff's witness statement that the Applicant included these figures for consideration. The Respondent has not had an opportunity of responding to these, but Miss Haugh of Counsel did try to do so in her skeleton argument. In the absence of any argument raised by the Applicant as to why they are not payable, the tribunal need not in reality consider them.

72. Nevertheless, looking at the Applicant's case in the round, and assuming that he is reiterating his other criticisms of the managing agents in respect to this item also, the tribunal makes the following comments.

73. The Lease allows for administration and other charges to be recovered. Paragraph 2(b) of the Third Schedule to the Lease sets out that the Lessee must pay "on a full indemnity basis all costs and expenses incurred by the Company or the Company's Solicitors in enforcing the payment by the Lessee of... monies payable" [161]. As this is on the indemnity basis, the Applicant must show that any charges are unreasonably incurred. No such evidence has been put forward.

74. Under paragraph 5(a) of the Fifth Schedule to the Lease, the Respondent must make provision for the payment of all costs and expenses incurred for the running and management of the block including in relation to the collection of rent and service charges.

75. Interest can also be charged on unpaid service charges. Paragraph 2(a) of the Third Schedule to the Lease allows interest to be charged at 4% above the base rate if the Service Charge remains unpaid for 21 days [161].

76. The fees which the Applicant has specified at [411] fall within those charges as defined above. No particular issue has been raised as to why they should not be payable. The Lease clearly provides for these to be charged. As to the amounts, again nothing has been specified by the Applicant save for a generic criticism that '*historically the management agents have been conducting affairs negligently*' [411]. There is no further explanation as to what is meant by this and it is not the tribunal's role to determine whether the managing agents have been negligent. Even if they were said to be negligent, the next question is this: how does this impact on those administration and other charges that are disputed? The Applicant has not made out his case for challenging these charges; they are therefore payable.

Application under s.20C of the 1985 Act, paragraph 5A of Schedule 11 to 2002 Act, and refund of fees

77. The Applicant has been unsuccessful in his application entirely. He has not even attended the hearing. No order for the reimbursement of fees is made in the Applicant's favour.

78. In the application form, the Applicant applied for an order under section 20C of the 1985 Act and similarly under paragraph 5A of Schedule 11 of the 2002 Act. Having heard submissions from the Respondent and taking into account the determinations above, the tribunal makes no such orders. The Applicant has failed to set out his case with any clarity, he has failed to engage with the tribunal process in terms of setting out his statement of case and providing evidence and then further failed to attend the hearing.

Name: Judge Vodanovic **Date:** 26.7.2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).