



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

Case reference : LON/00BK/LSC/2026/0140
LON/00BK/LBC/2026/0011

Property : Flat 23 (and basement parking space
93), 20 Abbey Road, London, NW8 9BJ

Applicant : Raymond Anderson Green

Representative : Paul Mendelsohn (Solicitor with
Ellicotts LLP)

Respondent : James Ibori

Representative : No appearance

Type of application : (i) Determination of the liability to pay
service charges and administration
charges;
(ii) Determination of an alleged breach
of covenant

Tribunal members : Judge Robert Latham
Carolyn Barton MRICS

**Date and Venue
of Hearing** : 30 July 2026 at 10 Alfred Place, London
WC1E 7LR

Date of decision : 31 July 2026

DECISION

Decisions of the tribunal

- (1) The Tribunal finds that the Respondent has breached the terms of his lease by failing to pay ground rent totalling £1,800.
- (2) The Tribunal finds that interim service charges totalling £32,080.02 are reasonable and payable.
- (3) The Tribunal finds that administration charges totalling £550 are reasonable and payable.
- (4) The Tribunal determines that the Respondent shall pay the Applicant £455 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

The Application

1. On 9 February 2026, the Applicant issued three applications in respect of Flat 23, 20 Abbey Road, London, NW8 9BJ ("the Flat"), seeking:
 - (i) An order that a breach of covenant has occurred, pursuant to section 168(4) of the Commonhold and Leasehold Reform Act (LON/00BK/LBC/2026/0011). The Applicant seeks a determination that the Respondent has failed to pay ground rent totalling £1,500 and is thereby in breach of Clause 3 of his lease.
 - (ii) A determination that the Respondent is liable to pay service charges totalling £26,429.17 and that the said charges are reasonable pursuant to section 27A of the Landlord and Tenant Act 1985 (LON/00BK/LSC/2026/0140).
 - (iii) A determination that the Respondent is liable to pay administration charges totalling £500 pursuant to paragraph 5 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. This has also been allocated Case Reference: LON/00BK/LSC/2026/0140.
2. Since the proceedings, the Respondent became due to pay the following sums on 25 March 2026, namely ground rent of £300; interim service charges of £5650.85, and an administration charge of £50. The Tribunal granted the Applicant permission to add these to his claim.
3. On 16 March 2026, the Tribunal issued two separate sets of Directions. The Defendant failed to comply with these:
 - (i) LON/00BK/LBC/2026/0011: The Respondent was directed to serve his statement of case by 18 May 2026. He failed to do so.

(ii) LON/00BK/LSC/2026/0140: The Respondent was directed to serve his statement of case by 5 May 2026. He failed to do so.

4. On 12 June 2026, on the application of the Applicant, the Tribunal issued a Notice to the Respondent warning him that the Tribunal was minded to debar him from defending the applications pursuant to rule 9 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. The Tribunal issued Amended Directions requiring the Respondent to serve his statements of case by 22 June. The Respondent failed to comply with these Directions. On 7 July 2026, the Tribunal debarred the Respondent from defending these claims.
5. The Applicant has provided a Bundle of Documents (285 pages) to which reference will be made in this decision.

The Hearing

6. The Applicant was represented by Mr Paul Mendelsohn, a Solicitor with Ellicotts LLP. He was accompanied by Mr Samuel Green, from the managing agents, Parkside Management Company.
7. There was no appearance by the Respondent.
8. The Tribunal satisfied ourselves that the proceedings had been properly served on the Respondent. These were posted to the Respondent at the Flat. This is the only address which the Applicant has provided to the Applicant. It is also the address which the Respondent has supplied to the Land Registry. The Respondent has not provided the Applicant with either an email address or a mobile phone number.
9. The Respondent has not paid any ground rent or service charges since at least September 2023. The Applicant understands that the Flat is occupied by members of his family. He has not sought consent to sub-let the Flat. The Tribunal notes that on 8 June 2008, a restraint order was made under section 77 of the Justice Act 1988 by the Confiscation Unit of the Organised Crime Division of the Crown Prosecution Service. This has been registered as a "restriction" on the Official Copy of Register of Title (p.146).

The Lease

10. The Respondent occupies the Flat pursuant to a lease dated 14 August 1992 (at p.57). This is a two bedroom flat on an estate with 104 residential flats. He acquired the leasehold interest on 1 March 1999 (p.146). The Applicant acquired the freehold interest on 28 July 2021 (p.135)

11. By clause 3, the Respondent covenants to pay a ground rent. This was initially £300 pa, but after 25 years increased to £600 pa payable on 25 March and 29 September. He also covenants to pay a service charge.

The Tribunal's Determination

12. In September 2023 (p.256), the Applicant demanded ground rent of £300 and an interim service charge of £4,810.39. These sums were payable on 29 September. Arrears of £16,694.09 had already accrued. An administration charge of £100 was demanded in respect of the arrears that had accrued. The demand was accompanied by a Summary of Rights and Obligations. The Respondent did not pay the sums demanded. We are satisfied that the interim service charge and administration charge were reasonable and payable.
13. All the demands have been sent by first class post and "signed for delivery". None of the letters have been returned.
14. In March 2024 (p.259), the Applicant demanded ground rent of £300 and an interim service charge of £5,215.05. These sums were payable on 25 March. An administration charge of £100 was demanded in respect of the arrears that had accrued. The demand was accompanied by a Summary of Rights and Obligations. The Respondent did not pay the sums demanded. We are satisfied that the interim service charge and administration charge were reasonable and payable.
15. In September 2024 (p.262), the Applicant demanded ground rent of £300 and an interim service charge of £5,215.50. These sums were payable on 29 September. An administration charge of £100 was demanded in respect of the arrears that had accrued. The demand was accompanied by a Summary of Rights and Obligations. The Respondent did not pay the sums demanded. We are satisfied that the interim service charge and administration charge were reasonable and payable.
16. In March 2025 (p.265), the Applicant demanded ground rent of £300 and an interim service charge of £5,594.34. These sums were payable on 25 March. An administration charge of £100 was demanded in respect of the arrears that had accrued. The demand was accompanied by a Summary of Rights and Obligations. The Respondent did not pay the sums demanded. We are satisfied that the interim service charge and administration charge were reasonable and payable.
17. In September 2025 (p.268), the Applicant demanded ground rent of £300 and an interim service charge of £5,594.34. These sums were payable on 29 September. An administration charge of £100 was demanded in respect of the arrears that had accrued. The demand was accompanied by a Summary of Rights and Obligations. The Respondent

did not pay the sums demanded. We are satisfied that the interim service charge and administration charge were reasonable and payable.

18. In March 2026 (p.271), the Applicant demanded ground rent of £300 and an interim service charge of £5,650.85. These sums were payable on 25 March. An administration charge of £50 was demanded in respect of the arrears that had accrued. The demand was accompanied by a Summary of Rights and Obligations. The Respondent did not pay the sums demanded. We are satisfied that the interim service charge and administration charge were reasonable and payable. This demand was raised after these applications were issued. We are satisfied that we should permit the Applicant to amend his claim to include these additional sums.
19. The Applicant has provided the service charge accounts for 2023/24 (at p.148) and 2024/25 (p.157). The accounts for 2025/26 are not yet available. However, the budget for the year is at p.168. At the end of each financial year, there is a reconciliation between actual and budgeted expenditure. Any surplus is transferred to the reserve account.
20. The Tribunal is satisfied that the following sums are payable, and that the service charges and administration charges are reasonable:
 - (i) Ground Rent: £1,800.
 - (ii) Service Charges: £32,080.02.
 - (iii) Administration Charges: £550.

Refund of tribunal fees

21. At the end of the hearing, the Applicant made an application for a refund of the tribunal fees that he had paid of £455. The Tribunal orders the Respondent to refund the fees paid by the Applicant within 28 days of the date of this decision.

Judge Robert Latham
31 July 2026

Rights of appeal

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

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

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

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

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

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