



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

Case reference : LON/00BG/LAC/2026/0009

Property : Flat 5 Cadnam Lodge, 34 Schooner Close, London E14 3GQ

Applicant : Michael Hsieh

Representative : N/A

Respondent : Millenium Court (No.4) Limited

Representative : Platinum Associates Ltd

Type of application : Determination of liability to pay an administration charge

Tribunal member(s) : Judge Dutton

Venue : 10 Alfred Place, London WC1E 7LR by paper determination

Date of decision : 20 August 2026

DECISION

1. The Tribunal orders the Respondent to repay to the Applicant the sum of £170 being half the fees paid to the Tribunal in respect of the Application and the Hearing fee, within 28 days.

Background

2. By an application dated 27 January 2026 the Applicant, Mr Hsieh challenged the Respondent's entitlement to make administration charges said to be for late payment.
3. It appears that from 2019 the right to make payments by instalments in relation to service monies was accepted by the Respondent. The Applicant has paid by such means it would seem from then onwards.
4. However, in 2025 it seems that the monthly instalments being paid would not cover the full extent of the service charges demanded, which it was said should have been paid by October. The Applicant is of the view that the payments were made until December in each year as had been the arrangement previously.
5. It is fair to say that the lease does not provide for payment of the service charges by monthly instalments, but it is the case that this arrangement has been up and running it would seem since 2019, by reference to the statement of account included in the bundle.
6. In the bundle prepared for the hearing, which was set for 20 August 2026 the Applicant had produced a copy of the lease and Property Register, the said statement of account and a somewhat unhelpful email train which appears to start with an email from the Respondent's managing agents dated 14 April 2025. This email confirms that there was a standing order system and raised the issue that the level of payment was not sufficient to discharge the liability by the end of December 2025. It indicates an intention that to aid cash flow the sums paid by standing order should discharge the annual liability by the end of October, the adjustments are set out in a schedule annexed.
7. There then followed an exchange of emails relating to administration charges which had been added to the account and seeking clarification as to the outstanding sums. By an email dated 15 April the Applicant's wife accepted payment to be completed by 10 instalments thus by October in that year.
8. In a reply dated 16 April 2025 the question of an administration fee for dealing with the instalments was raised, with an explanation. A response raised a query concerning the addition of a debt collection fee of £42 and an administration fee of £78. The response from Ms Tamuta for the Respondent explained the administration charge and that the charge had been brought into effect by Board agreement in 2023, to be applied to the Applicant's account in 2024 onwards.
9. A further email was sent by the Respondent on 30 June 2025 referring to the then instalments being insufficient to meet the service charges for the year and setting out the adjustments to be made, which it would seem from

the response by Ann Yam, the Applicant's wife and co-owner, would be dealt with. However, on 1 October 2025 the Respondent wrote again complaining that the instalments had not been increased and that a final reminder would be sent and ultimately solicitors' involvement would follow.

10. In response the Applicant complained that they had always paid the instalment through to December in each year and would do so.
11. There then followed a detailed email from Ms Yam dated 9 October 2025, which was accompanied with an email from the Applicant written in a somewhat adversarial manner. A response to Ms Yam's email of 9 October 2025 was made by the Property Manager Natasha Callan, purporting to answer the queries that had been raised.
12. On 16 October 2025 Ms Callan wrote stating that the sum required to settle the matter was £978.64, to be paid by 20 October 2025. It would seem that the sum of £738.64 was paid on or about 27 October 2025 but that any debt collection amounts would remain on the Applicant's account until cleared. This is where the dispute lies.

Decision

13. It is a great pity that this matter has been referred to the Tribunal. However, by an email dated 23 July 2026 the Respondent said this:
As discussed by phone, please find attached the email sent to the tribunal confirming that all the disputed fees were credited back to the Leaseholders account on the 11th June 2026. I have also attached the withdrawal application form. Please advise if this is not the correct form. I would also like to note that we act on behalf of the resident management company Millennium Court (No4) Limited and not the noted respondent Wilcon Homes Eastern Limited.
As discussed, the resident management company would find the cost of defending this case disproportionate to the level of disputed administration charges.
Kind regards
Mark Tamuta
14. The response from the Applicant was agreement to the withdrawal but on terms that the application fee and hearing fee were reimbursed. If not, they required the hearing to proceed.
15. Judge Martynski on 29 July 2026 converted the hearing to a paper determination and invited the Respondent to comment on or before 10 August 2026. I am not aware of any response.

16. The only matter I am required to determine is the repayment, or not, of the fees paid to the tribunal in the sum of £341. Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 applies.
17. The tribunal can make an order requiring the other party to reimburse the whole or part of a fee (Rule 13(2)).
18. In considering this matter I take into account the email of Ms Yam dated 30 June 2025, whilst querying the instalments paid confirms that she will make the 4 payments required to clear the balance by the end of October 2025. This followed an email of 15 April 2025 which confirmed payments by 10 instalments was not a problem. This was not done and the Respondent wrote on 1 October threatening legal action if not paid by the end of October. The response from the Applicant was that they would change the standing order on confirmation as to how much it was, which then resulted in a reversion to the previous complaint that instalments did not have to clear the account until the end of December.
19. My finding is that both parties have bought this matter on themselves. It appeared to have been agreed that 10 instalments were acceptable but there remained an issue about administration fees. Instead of seeking to settle the matter it would appear that both parties became somewhat entrenched in their positions until the Respondent agreed to withdraw the claim for administration charges as evidenced by the email from Mr Tamuta quoted above.
20. My finding therefore is that the tribunal fees should be borne equally and I order that the Respondent should reimburse the Applicant in the sum of £170, or by agreement this could be credited to the Applicants service charge account.

Signed Judge Dutton Dated 20 August 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).