



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

Case reference	:	LON/00BB/LSC/2026/0094
Property	:	Apartment 709 (Hoola Development) 3 Tidal Basin Road London E16
Applicant	:	Jamie Demetriadi
Representative	:	none
Respondent	:	Strawberry Star London Limited
Representative	:	Strawberry Star Estate Management
Type of application	:	Determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal members	:	Mr R Waterhouse FRICS Mr M Himsworth Mr M Pearce MRICS
Venue	:	10 Alfred Place, London, WC1E 7LR via video platform
Date of hearing/ decision	:	20 August 2026

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines that whilst there is a Moratorium in place against legal proceedings under the Insolvency Act 1986 Section A21, the case is adjourned until such time the Tribunal is notified that the Moratorium is lifted fully or that permission is given such that these proceedings may restart.

- (2) **The Directions provided on the 11 March 2026 are suspended. New Directions will be issued by the Tribunal once the Moratorium has been lifted fully or permission is given such that these proceedings may restart.**

Background

1. The applicant (tenant) seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable.
2. The tenant also seeks an order for the limitation of liability to pay the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
3. Directions were issued on 11 March 2026 which provided for the exchange of evidence prior to a hearing set down for 20 August 2026.

Preliminary Matter

4. The tribunal was attended by the applicant Mr Demetriadi leaseholder of apartment 709. The respondent was represented by Mr Logan of Strawberry Star Estate Management Ltd and supported by Mr Alam also from the same company.
5. Additionally present was Mr Hargreaves the Licensed Insolvency Practitioner who is the High Court of Justice (Insolvency and Companies List) Monitor of the Moratorium in respect of the administration of the freehold company Strawberry Star London Limited.
6. The preliminary matter concerned whether any legal proceedings could go ahead, with the freehold company being in administration and subject to a Moratorium imposed by the High Court of Justice (Insolvency and Companies List).
7. Submissions were taken from all parties including Mr Hargreaves on whether the hearing could proceed and if so to what extent.
8. Mr Hargreaves submitted that whilst the Moratorium was in place no legal proceedings could take place, that legal proceedings could only take place with the specific permission of the "court" as set out in the Insolvency Act 1986, and that that "court" was the High Court, or perhaps the County Court exercising its insolvency jurisdiction.

9. Mr Hargreaves noted that the Moratorium was scheduled to expire on 2 February 2027. Although there was no certainty that matters would permit it to be lifted then, and whilst a further extension could not be ruled out, at the current time matters were moving in the right direction and if they continued to do so there was a good prospect of the Moratorium being lifted.
10. For the respondent, Mr Logan and Mr Alum were in support of the contentions of Mr Hargreaves.
11. The applicant Mr Demetriadi contended he would like the proceedings to continue, and that delay would disadvantage his position. Additionally, he submitted that he may, if the tribunal determined not to continue with legal proceedings at this stage, apply to the High Court for permission that these proceedings could be re-started.

The Law

The Insolvency Act 1986 Section A21

Section A21 Restrictions on enforcement and legal proceedings

(1) During a moratorium—

(a) a landlord or other person to whom rent is payable may not exercise a right of forfeiture by peaceable re-entry in relation to premises let to the company, except with the permission of the court,

(b) in Scotland, a landlord or other person to whom rent is payable may not exercise a right of irritancy in relation to premises let to the company, except with the permission of the court,

(c) no steps may be taken to enforce any security over the company's property except—

(i) steps to enforce a collateral security charge (within the meaning of the Financial Markets and Insolvency (Settlement Finality) Regulations 1999 (S.I. 1999/2979)),

(ii) steps to enforce security created or otherwise arising under a financial collateral arrangement (within the meaning of regulation 3 of the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226)), or

(iii) steps taken with the permission of the court,

(d) no steps may be taken to repossess goods in the company's possession under any hire-purchase agreement, except with the permission of the court, and

(e) no legal process (including legal proceedings, execution, distress or diligence) may be instituted, carried out or continued against the company or its property except—

(i) employment tribunal proceedings or any legal process arising out of such proceedings,

(ii) proceedings, not within sub-paragraph (i), involving a claim between an employer and a worker, or

(iii) a legal process instituted, carried out or continued with the permission of the court. [tribunal bold]

(2) An application may not be made for permission under subsection (1) for the purposes of enforcing a pre-moratorium debt for which the company has a payment holiday during the moratorium.

(3) An application may not be made for permission under subsection (1)(c), (d) or (e) with a view to obtaining—

(a) the crystallisation of a floating charge, or

(b) the imposition, by virtue of provision in an instrument creating a floating charge, of any restriction on the disposal of any property of the company.

(4) Permission of the court under subsection (1) may be given subject to conditions.

(5) Subsection (1)(c)(iii) is subject to section A23(1).

(6) In this section—

“agency worker” has the meaning given by section 13(2) of the Employment Relations Act 1999;

“employer”—

(a) in relation to an agency worker, has the meaning given by section 13(2) of the Employment Relations Act 1999;

(b) otherwise, has the meaning given by section 230(4) of the Employment Rights Act 1996;

“worker” means an individual who is—

(a) a worker within the meaning of section 230(3) of the Employment Rights Act 1996, or

(b) an agency worker.

Analysis

12. The tribunal adjourned to consider the submissions of the parties.
13. The tribunal concluded that the First-tier Tribunal (Property Chamber) was not 'the court' within the meaning of Section A21(1)(e)(iii) Insolvency Act 1986. Section 251 Insolvency Act 1986 as amended by Paragraph 77 of Schedule 1 of The Companies Act 2006 (Consequential Amendments, Transitional Provisions and Savings) Order 2009 / 1941 applies.
14. The tribunal then considered the term "legal proceedings". The tribunal considered that the term "legal proceedings" extended beyond that of a mere hearing. The tribunal considered that it covered all aspects of the legal process including the setting of Directions for parties to follow and the enforcement thereof.

Decision

15. The tribunal gave its determination verbally in the hearing. The determination being that no proceedings can continue while the Moratorium is in place.
16. The tribunal is however conscious of the impact of delay to the parties. In order to keep delay to a minimum it is ordered that if an application is made to the High Court to lift the Moratorium or grant permission in respect of these proceedings, and the application were successful, the parties should notify the tribunal within 7 days. This would enable the tribunal to draft revised Directions to enable the application to proceed.
17. Should no lifting of the Moratorium happen then within 5 days of the 2 February 2027, the anticipated date of the Moratorium expiring, that is the 7 February 2027 4:00pm, the tribunal is to be notified by the parties as to the status of the Moratorium. If lifted or permission granted the tribunal would then proceed to draft Directions or if not, then the tribunal would be notified of the next expected date of the Moratorium being lifted and plan accordingly.

Chair: Mr R Waterhouse FRICS

Date: 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).