

		FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)	
Case Reference	:	MAN/00DA/LSC/2025/0640	
Property	:	Flat 14 Arthington House, 30 Westfield Road, Leeds, LS3 1DE	
Applicant	:	Natasha Joe Harris	
Respondent	:	Leeds Federated Housing Association	
Type of Application	:	Landlord & Tenant Act 1985 – s 27A Landlord & Tenant Act 1985 – s 20C Commonhold & Leasehold Reform Act 2002 – para 5 sch 11	
Tribunal Members	:	Judge Richard M. Dobson-Mason LLB Mr William Reynolds Mrs Amanda Usher	
Type & Venue of Hearing	:	In person Leeds Social Security & Child Support Tribunal	
Date of Decision	:	29 June 2026	

DECISION

- (1) The Tribunal determines, in relation to the service charges for the Property in respect of the service charge years 2024/25, 2025/26 and 2026/27, as follows: -**
- a. The following service charges are payable and reasonable in amount: -**
- i. Contract cleaning.**
 - ii. Lift / stairlift maintenance and servicing.**
 - iii. Car park barrier.**
 - iv. Fuel supplies / electricity supplies.**
 - v. Smoke ventilation maintenance and servicing.**
 - vi. Fire-fighting equipment.**
 - vii. Grounds maintenance.**
- b. The following service charges are not payable, because they do not form part of the services recoverable under the Agreement and the Respondent has not established that the Agreement was varied in accordance with clause 2(6): -**
- i. Window cleaning.**
 - ii. Provision: car park barrier.**
- (2) The Tribunal makes an order under s 20C Landlord and Tenant Act 1985 and para 5A sch 11 Commonhold and Leasehold Reform Act 2002.**

REASONS

Background

1. The Application relates to Flat 14 Arthington House, 30 Westfield Road, Leeds, LS3 1DE (*“the Property”*).
2. The Applicant is Natasha Joe Harris, the assured tenant of the Property.
3. The Respondent is a housing association and the landlord of the Property.
4. The Property is now one of 38 flats forming Arthington House which are owned by the Respondent and let by them. There were originally 16 flats, but this number was increased to 38 when the Respondent decided, in 2019, to convert the office space on the ground and first floor of Arthington House previously occupied by it to residential dwellings. Those works were not completed until December 2023 due to being delayed by the COVID-19 pandemic.

The application

5. On 2 April 2025, the Applicant made an application for an order under s 27A of the Landlord and Tenant Act 1985 (*“LTA 1985”*) for a determination as to the reasonableness and payability of the service charges relating to the Property in relation to the service charge years 2024/25 and 2025/2026 (running from April to March each year) (*“the Application”*).
6. The Application was later amended to include service charge year 2026/27, pursuant to a request by the Applicant, as permitted by the Case Management Note dated 20 April 2026 referred to below.
7. The sums challenged by the Applicant are in respect of “on account” service charge estimates.

8. At the date of the hearing, only the service charge year 2024/2025 had been reconciled, with a deficit of £4,782.35 intended to be recovered by way of the budget for 2026/27, as reported to the tenants by the Respondent by letter dated 24 September 2025.
9. The Applicant seeks further orders in respect of s 20C LTA 1985 and para 5A sch 11 Commonhold and Leasehold Reform Act 2002 (“CLRA 2002”) to restrict the recovery of the costs of the proceedings as service charges and / or administration charges.

The Agreement

10. The Applicant’s interest in the Property is derived from an Assured Tenancy Agreement dated 30 April 2001 and commencing on 7 May 2001 between (1) the Applicant and (2) the Respondent (“*the Agreement*”).
11. The relevant terms of the Agreement are as follows: -
 - a. Clause 2(1) sets the weekly payment at the date of the Agreement to include an amount towards service charges of £5.73 per week.
 - b. Clause 2(3): -

Services

The service charge you pay is a variable service charge. It is based on a fair proportion of the costs of providing the services listed in the Services Schedule which forms part of this Agreement.

- c. Clause 2(4): -

Changes in the service charges

The service charge shall be reviewed each year and any increase or decrease shall be effective from the first Monday in April. Any change shall be subject to one calendar month's written notice. The annual review of service charges will take into account all relevant expenditure in respect of the services listed in the Services Schedule being an estimate for the forthcoming year's expenditure having regard to past years expenditure.

- d. The bottom of page 12 of the Agreement: -

SERVICES (IF APPLICABLE)

1. The services provided by LFHA under the terms of this Tenancy are listed on the schedule which is attached to, and forms part of, this Tenancy.

2. The charge for these services is based on the cost to LFHA of providing them, including overheads (e.g., LFHA's own administrative costs). Actual costs for the period are used where known, e.g., where a fixed price service contract exists. In other cases the cost for the previous twelve months is used as an element added to allow for inflation.

SERVICES SCHEDULE

If applicable, the services provided are:

- | | |
|-----------|------------|
| <i>1.</i> | <i>6.</i> |
| <i>2.</i> | <i>7.</i> |
| <i>3.</i> | <i>8.</i> |
| <i>4.</i> | <i>9.</i> |
| <i>5.</i> | <i>10.</i> |

Whilst the above numbered items are blank, there is a document headed “Service Charge 2004/2005” in respect of “Belle Vue Road, Arthington House Flats 1-12, 14-17” attached at the end of the Tenancy which is in the form of a service charge schedule detailing categories of expenditure, funds for replacement of equipment and administration charges etc.

e. Clause 2(6): -

Altering the Agreement

With the exception of any changes in rent or other changes, this Agreement may also be altered by agreement in writing of both the tenant and the Association; or by the Association complying with the following procedure: -

(i) Writing to the tenant specifying the changes the Association proposes to make; and

(ii) Allowing the tenant a reasonable period of time to make representations to the Association about the changes; and

(iii) Considering any written representations made by the Tenant before serving a notice of variation to alter the agreement. The changes will not take effect until 28 days after the notice is served.

The law

12. The Tribunal is given jurisdiction to decide the reasonableness and payability of service charges by s 27A LTA 1985 which provides: -

(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.*

13. Subsection 2 provides that the application may be made whether or not any payment has been made by the Applicant.

14. The meaning of the expression “service charge” is set out in s 18(1) LTA 1985, meaning:

“...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 of any part of which varies or may vary according to the relevant costs.*

15. In making any determination under s 27A LTA 1985, the Tribunal must have regard to ss 19(1) & (2) LTA 1985 which state:

- a. 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 provision 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*
- b. 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.

16. “Relevant Costs” are defined for these purposes by s 18(2) LTA 1985 as:

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.

17. S 20C LTA 1985 provides that the Tribunal may restrict the recoverability of the costs of the proceedings as service charges, where it states: -

(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 or any other person or persons specified in the application.

(2) The application shall be made...

(ba) in the case of proceedings before the First-tier Tribunal, to the tribunal.

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

18. Para 5A sch 11 CLRA 2002 mirrors s 20C LTA 1985 above but applies to costs that may be recovered as administration charges, as opposed to service charges.

19. The Tribunal is given jurisdiction to decide the reasonableness and payability of administration charges by s 158 Commonhold and Leasehold Reform Act 2002 (“CLRA 2002”), which provides: -

Schedule 11 (which makes provision about administration charges payable by tenants of dwellings) has effect

20. Para 5 sch 11 CLRA 2002 provides that: -

(1) An application may be made to the appropriate tribunal for a determination whether an administration 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.*

21. Para 2 sch 11 CLRA 2002 states that: -

A variable administration charge is payable only to the extent that the amount of the charge is reasonable

22. The meaning of the expression “administration charge” is set out in para 1 sch 11 CLRA 2002, meaning:

“...an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable-

- (c) in respect of a failure by the tenant to make a payment by the due date or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant, or*
- (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease*

23. In *Enterprise Home Developments LLP v Adam* [2020] UKUT 151 (LC) at [28], the Upper Tribunal confirmed that it is for a party disputing the reasonableness of sums claimed to establish a *prima facie* case. Where such a case is established, the

landlord must answer the challenge, and the Tribunal determines the issue on the evidence as a whole.

Directions

24. Directions in respect of the Application were made by a Legal Officer on 24 February 2026 (*“the Directions”*) requiring, *inter alia*, provision of financial information by the Respondent to the Applicant, followed by sequential filing and service of the parties’ statements of case and evidence in support, along with any reply by the Applicant.
25. As above, a Case Management Note and Directions were made on 20 April 2026 allowing the Applicant to include the service charge year 2026 to 2027 as part of the Application and providing extensions to the dates for compliance with the Directions.

The hearing

26. The hearing took place in person on 29 June 2026.
27. The Applicant represented herself although she was accompanied by Miss Wendy Exley by way of support. The Respondent was represented by its employees, Mr Bowen and Mrs Burtenshaw.

The issues

28. The issues for determination were whether the service charges for the Property for the service charge years 2024/25, 2025/26 and 2026/27 are payable and, if so, whether they are reasonable.

29. There was some initial discussion surrounding whether a later, more extensive tenancy agreement circulated by the Respondent to the tenants of Arthington House in 2018 was binding on the Applicant. However, the parties ultimately agreed that the Applicant did not sign this other document and so was not bound by its terms. As such, the Tribunal was required to consider the terms of the Agreement when determining the Application.

Determination

Apportionment

30. The Respondent owns several sites and had historically calculated the service charge for those properties using a “pooled” service charge system, i.e., it calculated the service charge for each property by taking the overall cost for each item and divided it between the total number of properties.
31. By letter dated 3 October 2024, the Respondent informed its tenants, including those at Arthington House, that, with effect from April 2025, it would be moving away from “pooled” charges to “proportional” charges for both ground maintenance and cleaning, i.e., it would identify the charges for each individual site and divide them between the total number of properties. That change was confirmed by further letter in December 2024.
32. The Respondent submitted that this change was recommended by the Housing Quality Network, would result in charges reflecting the service provided to each site, and that it had followed the consultation process pursuant to clause 2(6) of the Agreement (*“the Consultation Process”*) in respect of this change; noting that the only requirement in the Lease in this respect is that the service charge is a “fair proportion” pursuant to clause 2(3).

33. The Applicant initially challenged this approach and submitted that the tenants were in effect “railroaded” into the new system and made general complaints about the changes that were made to the basis of apportionment.
34. However, at the outset of the hearing, the Applicant conceded that apportionment was a fairer method of calculating the service charges for the Property because they would be based on the services used at the site itself. The Tribunal also noted that her evidence did not directly identify any specific basis upon which the revised methodology was unfair overall.
35. Accordingly, the Tribunal did not need to determine whether proportional charging was, in principle, a fairer methodology than pooled charging. However, it remained necessary to determine whether the individual charges were payable and, if so, reasonable in amount.
36. In her schedule for 2026/27, under the heading “Reapportioning Service Charges”, the Applicant referred generally to the statutory consultation requirements. She stated that, if the changes involved new long-term agreements, such as new cleaning contracts for the “merged areas”, which resulted in a contribution of more than £100 per tenant per year, the Respondent was required to consult under section 20 LTA 1985.
37. Under s 20ZA(2) LTA 1985, a “qualifying long-term agreement” is, subject to the prescribed exceptions, an agreement entered into by or on behalf of the landlord or a superior landlord for a term of more than 12 months. Section 20 applies where the relevant costs incurred under such an agreement during an accounting period result in the relevant contribution of any tenant exceeding £100. Unless the consultation requirements have been complied with or dispensed with, the tenant’s contribution is limited to £100 for the relevant accounting period.
38. The Applicant did not identify any particular agreement which she contended met that definition. She did not identify the contracting parties, the date or duration of

any agreement, or the service-charge item said to arise under it. Her case was expressed conditionally, namely that consultation would be required *if* the changes involved new long-term agreements.

39. The Respondent did not accept that any relevant qualifying long-term agreement existed.
40. It had provided the service-charge accounts and supporting information required by the Directions, but the evidence before the Tribunal did not identify an agreement for a term of more than 12 months under which any of the disputed costs had been incurred.
41. On the evidence before it, the Tribunal is therefore not satisfied that any disputed service charge item arose under a qualifying long-term agreement to which s 20 applied. The statutory limitation applicable to such agreements is consequently not engaged.

Service Charges 2024-2027

42. Save where indicated, the below submissions were in relation to the 3 service charge years 2024/25, 2025/26, 2026/27.

CONTRACT CLEANING

43. For this item, the Respondent had charged the Applicant £1.72 per week for 2024/25, £4.79 for 2025/26, and £4.91 for 2026/27.
44. The Applicant agreed that she ought to pay towards the cost of this item and offered £1.72 per week for each service charge year.

45. She contended, *inter alia*, that the standard of the cleaning was poor and not undertaken as scheduled. She submitted that it had more than doubled since 2023 and was excessive and referred to the bundle of photographs she had provided.
46. The Respondent submitted that the cleaning was carried out on a weekly basis albeit some tasks were carried out periodically, any complaints regarding the service had been investigated and any consequential exceptional cleans carried out, and that the service was appropriate for the price.
47. It also submitted that the photographs were not representative because they showed the condition of the communal areas of Arthington House on a particular day rather than generally.
48. The Tribunal determined that the cleaning costs fall within the service charge provisions of the Agreement and are payable, as admitted by the Applicant.
49. It also determined that the standard of the service was reasonable relative to the cost of the same, having reference to the audit dated 9 December 2024 which recorded the standards broadly as “acceptable”. Consequently, it determined that the sums charged were reasonable.

BIN STORE

50. There were no specific charges for this item in the service charge years in question.
51. The Applicant submitted that the bin store is always overflowing with bulky items and that the tenants had been told that they would be charged for additional services to remove them. She also said that there should be a better alternative to the current bin store provided by the Respondent.
52. The Respondent contended that they had remodelled the bin store to make it more user friendly, had responded and resolved any issues when reported, and had never

made any charges for any additional services to remove the waste. It also stated that it had installed CCTV which overlooks the bin store to help them identify the cause of any issues and had not charged the tenants for the cost of the same.

53. The Tribunal determined that this issue was not within the Tribunal's jurisdiction, given that it was not a service charge item which required determination, rather an issue between the parties regarding the bin store area, its design and its users.

WINDOW CLEANING

54. For this item, the Respondent had charged the Applicant £0.41 per week for 2024/25, £0.42 for 2025/26, and £0.46 for 2026/27.
55. The Applicant did not agree that she ought to pay towards the cost of this item and offered £nil per week for each service charge year.
56. The Applicant submitted that these charges had previously been paid by the Respondent. She accepted that the service charge schedule at the end of the Agreement included a line for this item but stated that the value in that schedule for the item was zero and as such contended that the charge could not be made until the Consultation Process had been carried out.
57. The Respondent agreed that this cost was previously paid by it but, since the redevelopment, the cost had been passed on to the Applicant.
58. It accepted that it had not followed the Consultation Process and therefore the charges would need to be refunded. It would then need to follow the Consultation Process before any related charges could be included in the service charges for the Property.
59. The Tribunal determines that this item does not form part of the services recoverable under the Agreement unless varied per clause 2(6) and that the

Respondent accepted that it had not followed the Consultation Process. Accordingly, it is not payable unless and until that process is followed.

LIFT / STAIRLIFT MAINTENANCE & SERVICING

60. For the maintenance, the Respondent had charged the Applicant £0.50 per week for 2024/25, £0.52 for 2025/26, and £1.12 for 2026/27.
61. The Applicant agreed that she ought to pay towards the cost of this item and offered £0.50 per week for 2024/25, and £0.51 per week for 2025/26 and 2026/27.
62. For the servicing, the Respondent had charged the Applicant £0.26 per week for 2024/25, £0.27 for 2025/26, and £1.07 for 2026/27.
63. The Applicant agreed that she ought to pay towards the cost of this item and offered £0.25 per week for 2024/25, £nil for 2025/26, and £0.27 for 2026/27.
64. She submitted, *inter alia*, that the lift was not fit for purpose and should be replaced rather than maintained using the provision fund, which was paid towards weekly by the tenants. She said that the Respondent had been looking at whether to replace it for the last 6 years and that it was repeatedly breaking down. Indeed, from Christmas Eve 2025 it broke down for 69 consecutive days and only worked sporadically for 2 weeks thereafter. There was also a lot of usage of the lift by the builders involved in the redevelopment. The lift being out of service also exacerbates her arthritis in her kneecap.
65. The Respondent said that the lift was initially installed on 1 January 2001 and has a lifespan of 20-40 years and so it was not a certainty based on its age that it would need to be replaced. However, the issues with the lift had worsened recently in the last 12-18 months and as such it was currently looking into replacing it, which would cost around £100,000, the cost of which would come from the provision fund. A tendering process would need to be undertaken due to the large cost involved.

66. The Tribunal considered that the lift is ageing and approaching the latter part of its anticipated lifespan. However, the evidence did not establish that replacement was presently required rather than continued maintenance and servicing, the Tribunal noting that the issues had worsened only relatively recently. It also considered that a new lift would also require an element of servicing and maintenance.
67. The Tribunal determined that the costs of servicing and maintenance were therefore payable.
68. It noted that the Applicant had produced no evidence or other identified basis for suggesting the sums were excessive and thus determined that the charges were reasonable in amount.

CAR PARK BARRIER

69. This item formed part of the Equipment Repairs charge in the service charge accounts.
70. For that item, the Respondent had charged the Applicant £0.16 per week for 2024/25, £0.17 for 2025/26, and £nil for 2026/27.
71. The Applicant did not agree that she ought to pay towards the cost of this item and offered £nil per week for each service charge year.
72. She submitted that she does not drive and the cost should be applied to those who use the car park, suggesting that it should be operated on a permit basis. She also stated that the cost would escalate due to plans to provide EV charging points. Further, she referred to a letter from the Respondent to her dated 16 March 2020 regarding the redevelopment which referred to plans for the car park, including the sale of part of it and the retention of 16 spaces and their allocation, and contended

that the tenants' consensus at previous consultation meetings was that these be allocated to those with vehicle use only.

73. The Respondent submitted that the tenants were not charged for the use of the car park, but the operation and maintenance of the barrier was charged for. This was for usage and security purposes. It confirmed that no permits were in use and that the car park was available for the use of all residents and visitors. This cost was previously paid for by the Respondent prior to the redevelopment. It stated that the right-hand side of the car park (not included within the site) was earmarked for sale / future development, but in the meantime the tenants and their visitors had been free to use it, and as such there had not been a need for permits because there were plenty of spaces. It took the view that it may introduce permits once the other side of the car park had been sold or redeveloped but that permits would be available to all tenants to identify that they are permitted to park there, not due to scarcity of spaces or based on car usage.
74. Regarding the EV chargers, the Respondent submitted that the planning submission for the redevelopment required EV charges to be installed. The charges for that installation will not be passed on to the tenants, and the charges for use of the charging ports will be paid by the individual users either by using a separate supply or paying into the service charge funds any usage costs recovered.
75. It submitted that it had followed the Consultation Process for this item and referred to a letter to the Applicant dated 19 April 2024 in that regard. However, the Tribunal pointed out that said letter was in response to a complaint from the Applicant, and not a formal consultation letter. In reply, it stated that the notice was not in the hearing bundle, but that another consultation letter had been sent at around that time.
76. The Applicant replied to state that the only letter that she had received regarding the car park barrier charges being introduced was that mentioned above, which did not follow the lease process. Accordingly, she submitted that it should not be payable.

She also stated that builders had previously been using it, and that the Respondent uses it to park its vehicles and so too do repair companies and questioned why the tenants should pay for that use.

77. The Tribunal however did have reference to a letter from the Respondent to the Applicant dated 17 October 2023 which complied with the Consultation Process in respect of this item (found at page 50 of the Applicant's supplementary bundle).
78. Accordingly, the Tribunal determined that this item was payable.
79. It also determined that the Applicant and any visitors to the Property had use of the car park, whether it was indeed exercised or not, and that there was no requirement for the Respondent to confine the use of the car park, and thus the related charges, to those tenants that possessed or used a vehicle or to implement a related permit scheme. It found that the barrier itself provides a measure of security for the site and that the weekly charges were relatively nominal in amount, particularly where they were included in an umbrella item which could include other equipment repair costs. The Tribunal therefore determined that the sums charged were reasonable.

PROVISIONS: CAR PARK BARRIER

80. For that item, the Respondent had charged the Applicant £0.29 per week for 2024/25, 2025-26 and 2026/27.
81. The Applicant did not agree that she ought to pay towards the cost of this item and offered £nil per week for each service charge year.
82. The Applicant repeated her submissions above regarding the car park barrier generally and submitted that there had been no consultation about this provision.
83. The Respondent submitted that the provision was to allow it to be replaced in the long term but that it had not been included in the abovementioned contended

consultation regarding the car park barrier charge, albeit it had been discussed at resident meetings.

84. Nevertheless, it contended that it should still be a valid charge because it was a standard provision for items which have a fixed lifespan.
85. The Tribunal determines that this item is not a recoverable item under the terms of the Agreement unless it is varied in accordance with clause 2(6) and that, given the Consultation Process has not been followed (as accepted by the Respondent), it is not payable unless and until that process is followed.

FUEL SUPPLIES / ELECTRIC SUPPLY – COMMUNAL AREAS

86. For that item, the Respondent had charged the Applicant £0.51 per week for 2024/25, £0.52 for 2025-26, and £2.75 for 2026/27.
87. The Applicant agreed that she ought to pay towards the cost of this item and offered £0.51 per week for each service charge year.
88. She submitted that the cost had gone up by a factor of 6 since the redevelopment, which she contended was too high. Prior to then, she said that it had been relatively stable at about £0.51 to £0.56 per week, and attributed the increase to the installation of the smoke extraction / ventilation systems, sprinklers, and associated systems requiring continuous power, which were all occasioned by the redevelopment. She therefore said that the Respondent should absorb these costs.
89. The Respondent acknowledged that the cost had gone up but that this was due to such systems having been required by regulation or planning requirements. It said that the counter argument to the Applicant's comments regarding the cost having increased due to the redevelopment was that there were now 22 more flats and so more people to share the cost between them, and that the increase was not more than what was expected. It also said that electricity charges had gone up

substantially and that it had previously absorbed some of the charges, rather than passing them on, so had cushioned the blow. It further submitted that the need for the smoke extractors and sprinklers was only identified during the redevelopment works.

90. The Tribunal determined that this item was payable, as accepted by the Applicant.
91. The Tribunal accepts that communal electricity costs have increased significantly following the redevelopment of Arthington House and the installation of additional fire-safety equipment. However, it determined that the Applicant has not demonstrated that the amounts charged were excessive relative to the services provided. The Tribunal further accepts the Respondent's evidence that the relevant systems, including smoke ventilation and other fire-safety infrastructure, benefit all occupiers of the building, and that electricity costs have increased substantially in recent years. The Tribunal therefore finds that the fuel supplies/electricity costs are reasonable in amount.

SMOKE VENTILATION MAINTENANCE & SERVICING

92. For the maintenance, the Respondent had charged the Applicant £0.20 per week for 2024/25, 2025-26, and 2026/27.
93. The Applicant did not agree that she ought to pay towards the cost of this item and offered £nil per week for each service charge year.
94. For the servicing, the Respondent had charged the Applicant £0.45 per week for 2024/25, £0.44 for 2025-26, and £nil for 2026/27.
95. The Applicant did not agree that she ought to pay towards the cost of this item and offered £nil per week for each service charge year.

96. She submitted that only the tenants of the first floor should pay for these costs because the tenants of the ground, second and third floor have access to balconies, open air communal walkways and gardens. She also said that it was not required prior to the redevelopment.
97. The Applicant did not raise any issue regarding whether the Consultation Process was required to be followed in respect of this item and, if so, whether it had been complied with. The Tribunal did note that the abovementioned letter dated 17 October 2023 did refer to the implementation of a service charge provision in respect of this item *vis-a-vis* the Consultation Process and was satisfied thus on this issue.
98. The Respondent submitted that the smoke ventilation system is for the benefit of all residents and is therefore shared between them; whilst it is located on the first floor, which has an internal communal hallway (unlike floors 2 and 3 which have external walkways), it is there for fire safety and affects all stairwells. It was identified midway through the redevelopment and was non-negotiable.
99. The Tribunal, as above, found that this item was for the benefit of the fire-safety of the whole building and benefitted all its occupiers. It also reasoned that some services supplied to the building might benefit some tenants more than others, and vice versa, but that was not a sufficient reason for those tenants to pay more or less than the others where such a general scheme was not in operation. Indeed, such an approach may result in an increase in the services charges for some items to the Applicant.
100. Accordingly, it determined that this item was payable and, in the absence of any evidence from the Applicant that the charges were excessive (and noting that they were not excessive on their face either), that the charges were reasonable in amount.

FIRE-FIGHTING EQUIPMENT SERVICING

101. For this item, the Respondent had charged the Applicant £1.64 per week for 2024/25, £1.58 for 2025-26, and £nil for 2026/27.
102. The Applicant did not agree that she ought to pay towards the cost of this item and offered £nil per week for each service charge year.
103. She contended that, as with the smoke ventilation system, these costs had been occasioned by the redevelopment, and it was not fair to expect the existing tenants to pay towards them. As such, the Respondent should absorb these costs. She also said that she had received solicitor correspondence harassing her into having the equipment installed in the Property, but the Agreement does not require her to agree to it. She was also concerned about having the system installed in case something went wrong with the installation and that any remedial painting would not match the current paint colour. Finally, she said that her mother lives with her who is in ill-health and did not think that she would be able to cope with the installation.
104. Again, she did not raise any issue regarding whether the Consultation Process was required to be followed in respect of this item and, if so, whether it had been complied with. The Tribunal noted that the 17 October 2023 letter referred to this item and was thus satisfied on this issue.
105. The Respondent submitted that it could not absorb the charges for this system as it would not be able to operate financially if it did so. It said that it was not unreasonable that, where a change in legislation requires works to Arthington House, that the works are carried out and passed on to the tenants. Furthermore, the system was to the advantage to all the properties in the building for fire-safety and life-safety. The item had been discussed at previous resident meetings, and a fire-fighter had attended to explain the benefits to the tenants.
106. The Tribunal noted that the Applicant had not contested the amount or reasonableness of the charges, but the principle of them.

107. The Tribunal accepted that the need for the additional fire-safety measures arose as a consequence of the Respondent's redevelopment project. However, it did not accept that that fact alone rendered the subsequent servicing costs unreasonable or irrecoverable.
108. The Tribunal finds that the evidence demonstrates that the equipment forms part of the building's fire-safety infrastructure, benefits all occupiers and requires regular servicing. It has seen no evidence that the servicing was unnecessary, carried out to an unreasonable standard, or incurred at an unreasonable cost.
109. The Tribunal therefore determines that this item is payable and reasonable in amount.

GROUND MAINTENANCE / GARDENING

110. For this item, the Respondent had charged the Applicant £2.08 per week for 2024/25, £7.32 for 2025-26, and £8.19 for 2026/27.
111. The Applicant did not agree that she ought to pay towards the cost of this item and offered £nil per week for each service charge year.
112. She submitted that the embankment was not accessible or usable and extends beyond the perimeter of the site. This was part of the Respondent's responsibility for the structure and integrity of the site and that the Respondent had previously absorbed these costs before the redevelopment.
113. She also stated that the land between the embankment and the car park was not accessible or usable, and, in relation to the hedging between the car park and the pavement, the area to the right-hand side should not be charged because it is not part of the site. Further, she raised concerns that the plans supplied during consultation (which she said was inadequate) were difficult to understand, and that

the grounds that were being charged for appeared to extend beyond the site. The Applicant accepted that the Consultation Process had been followed, however.

114. The Respondent submitted that the embankment is part of the site and that the top of it is accessible via steps and can be walked across. It also said that it requires regular maintenance otherwise it would become very unsightly and detrimental. Further, it stated that the cost of maintaining the trees on it are not currently charged to the tenants. It went on to say that the charges were previously absorbed by the Respondent and that the Consultation Process had been followed. It also submitted that that it regularly carries out value for money surveys and had considered ways to reduce maintenance costs, such as tarmacking, but this would take away from the green look of the site. It went on to submit that the area between the car park and the embankment and the hedging was clearly part of the site, per the plans, and is maintained and, whilst some of the site had been considered for sale, it is still required to maintain it in the interim and is usable by the tenants.
115. The Tribunal determined that there was a gardening item in the schedule to the Agreement, and, in any event, the Consultation Process had been followed (which was accepted by the Applicant).
116. It accepted that the embankment is not a conventional communal garden and that residents make limited direct use of it. However, the evidence establishes that the embankment and surrounding land form part of the managed estate and require ongoing maintenance.
117. The Tribunal accepts the Respondent's evidence that the charges relate to routine grounds maintenance rather than structural repair.
118. The Tribunal further finds that the maintenance contributes to the safety, appearance and management of the estate and therefore provides a benefit to all occupiers.

119. The Tribunal is not satisfied that the costs were unreasonably incurred or that the works fell outside the category of communal grounds maintenance, nor did it receive any evidence from the Applicant regarding the works being of a poor standard or not carried out at market rates.
120. Accordingly, the grounds maintenance charges are payable and reasonable in amount.

SOLAR PANELS

121. The Applicant made some submissions regarding the effectiveness of the solar panels and whether the tenants were receiving the benefit that should flow from them. She also said that she was having difficulties accessing information relating to the system and believed that the system had worked initially for the benefit of the Property but no longer provided the same apparent benefit.
122. The Respondent stated that these were installed over 10 years ago, before battery storage technology was commonly used, and electricity generated by them was used when generated therefore, rather than stored. It submitted that there is a meter associated with the communal electricity supply which can be accessed for information, and, where any profit is generated from the panels, it is apportioned against the building costs.
123. The Tribunal noted that this was not contained in the Applicant's schedule of disputed items as a discrete item and, as such, was not part of the Application and does not require separate determination.

Costs

124. The Applicant made applications that the costs of the Application should not be recovered by way of service charge or administration charge.

125. The Respondent submitted that it did not intend to try to recover the costs of the Application from the Applicant.
126. With the above in mind, and in light of the Tribunal's findings herein regarding several of the service charge items not being payable, the Tribunal determines that it is just and equitable in the circumstances for an order to be made under s 20C LTA 1985 and sch 11 para 5A CLRA 2002, so that the Respondent may not pass on any of its costs incurred in connection with these proceedings by way of service charge or administration charge.

Judge Richard M. Dobson-Mason

29 June 2026