FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/00KF/LSC/2025/0613**
Property	**:**	**Richmond House, 67-71 Victoria Avenue, Southend-on-Sea, SS2 6EB**
Applicants	**:**	**Anna Dec-Merta and Other Leaseholders**
Representative	**:**	**Clint Foord, Leaseholder**
Respondents	**:**	**Notting Hill Genesis (1)** **Wallace Estates Limited (2)**
Representatives	**:**	**Tom Owen, Disputes and Consultation Manager (1)** **Harriet Baker, Counsel (2)**
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 Bernadette MacQueen** **Dr Jan Wilcox, FRICS**
Date of hearing	**:**	**3 September 2026**
Date of decision	**:**	**8 September 2026**

DECISION

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Decisions of the Tribunal

(1) The Tribunal makes an order pursuant to section 20C of the Landlord and Tenant Act 1985 that none of the costs incurred by Wallace Estates Limited in connection with these proceedings may be recovered from Notting Hill Genesis through the service charge.

(2) The Tribunal makes an order pursuant to section 20C of the Landlord and Tenant Act 1985 that none of the costs incurred by Notting Hill Genesis in connection with these proceedings may be recovered from the Applicants through the service charge.

(3) The Tribunal makes an order pursuant to paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 that Notting Hill Genesis shall not be liable for any administration charge in respect of the litigation costs incurred by Wallace Estates Limited in connection with these proceedings.

(4) The Tribunal makes an order pursuant to paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 that the Applicants shall not be liable for any administration charge in respect of the litigation costs incurred by Notting Hill Genesis in connection with these proceedings.

(5) The Tribunal determines that Wallace Estates Limited shall reimburse the Applicants the tribunal application fee of £110 and hearing fee of £227, a total of £337, within 28 days of the date of this Decision.

(6) The Tribunal makes the determinations set out under the various headings in this Decision.

The Application

1. The Applicants applied for a determination pursuant to section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the service charges payable in respect of the service charge years 2021 to 2024.

2. A hearing took place on 27 October 2025 and, by a decision dated 19 November 2025, the Tribunal determined the disputed service charge items. The background to the application and the relevant lease provisions were set out in that decision and are not repeated here. The Tribunal did not, however, determine the disputed electricity charges, the application under section 20C of the 1985 Act, the application under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, or the Applicants' application for reimbursement of the Tribunal fees.

3. In relation to the electricity charges, the Applicants contended that the charges had not been correctly apportioned. They submitted that the electricity charges for the Property were significantly higher than those for a neighbouring building, despite that building containing more than four times as many flats.

4. The Tribunal was informed that a report had been commissioned to assess the existing electrical infrastructure and identify the principal loads requiring sub-metering. Site visits by energy consultants were scheduled for November 2025 to determine the most appropriate methodology for accurately apportioning electricity consumption.

5. In those circumstances, the Tribunal stayed the determination of the electricity charge dispute for a period of three months.

6. A further hearing to determine the electricity charge dispute was listed for 3 September 2026. However, on 2 September 2026, the Applicants applied to withdraw that aspect of their application on the basis that the parties had reached a confidential settlement agreement. The Applicants explained that the outstanding applications under section 20C of the 1985 Act, paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, and the application for reimbursement of the Tribunal fees nevertheless remained to be determined.

7. Judge MacQueen consented to the withdrawal of the application concerning the electricity charges. However, the hearing on 3 September 2026 remained listed for the purpose of determining the outstanding applications.

The Hearing

8. The hearing was conducted remotely by Cloud Video Platform ("CVP"). The Applicants were represented by Clint Foord, a leaseholder. The First Respondent was represented by Tom Owen, Disputes and Consultation Manager employed by the First Respondent, and the Second Respondent was represented by Harriet Baker, Counsel.

9. At paragraph 83 of its decision dated 19 November 2025, the Tribunal directed that, if so advised, the parties should file written submissions in relation to the applications under section 20C of the Landlord and Tenant Act 1985, paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, and the Applicants' application for reimbursement of the Tribunal fees no later than 21 days of the determination of the electricity charge dispute. However, at the hearing all parties confirmed that they were ready to make oral representations on those applications and did not require any further time.

10. The Tribunal accordingly heard representations from all parties and makes the following findings.

Application under s.20C and Paragraph 5A

11. The Second Respondent confirmed that there is no mechanism within the lease by which it may recover its litigation costs, or any associated administration charges (to the extent otherwise recoverable under the lease), directly from the Applicants. The Second Respondent explained that any such costs would instead be recovered from the First Respondent, who in turn confirmed that it would seek to recover those sums from the Applicants through the service charge.

12. We accept the Applicants' submission that it was necessary for them to bring these proceedings in order to resolve the service charge disputes and that, prior to the commencement of the proceedings, there was insufficient transparency as to how the electricity charges were calculated or why the charges attributable to the Property were significantly higher than those levied on a neighbouring building.

13. We also accept the Applicants' position that they had raised concerns since 2021 that electricity costs attributed solely to Richmond House may have included consumption relating to shared infrastructure serving other parts of the wider development, including Beaumont Court, Richmond Plaza and commercial units. We are satisfied that these concerns remained unresolved for a considerable period and that the Applicants were required to devote significant time and effort to pursuing the issue before it was ultimately resolved in the course of these proceedings.

14. Although the details of the confidential settlement have not been disclosed to the Tribunal, the joint position statement filed pursuant to the Tribunal's directions of 19 November 2025 records that the Second Respondent commissioned an investigation into the electrical infrastructure. The joint position statement further confirms that "the Second Respondent subsequently acknowledged that elements of the plant serving multiple buildings were connected to the Richmond House electricity supply". We also accept the Applicants' submission that, following the Second Respondent's review of the electricity charging arrangements, the methodology for calculating and apportioning the electricity charges was revised and a mechanism for future charging was established.

15. In relation to the Tribunal's decision of 19 November 2025, we note that the Applicants were successful in their challenge to the service charges relating to the garden furniture and portal charges. Whilst the Second Respondent submitted that the Applicants were unsuccessful in relation to the remaining disputed items, we do not consider that fact to be determinative of the present applications. We accept the Applicants'

submission that, had these proceedings not been commenced, they would have continued to be charged for items that the Tribunal ultimately disallowed. We also accept that the electricity dispute was a substantial aspect of the proceedings, both in terms of the sums in issue and the length of time over which the dispute had continued, and that it was a significant factor in the Applicants' decision to commence proceedings.

16. As regards the First Respondent's position, it is common ground that responsibility for the maintenance and management of the common parts of the building and estate rests with the Second Respondent. The First Respondent's role is limited to paying a reasonable service charge to the Second Respondent, which it then seeks to recover from the Applicants pursuant to the terms of their leases. The First Respondent has no responsibility for the maintenance obligations in question, and the calculation and administration of the service charges are matters for the Second Respondent.

17. We also accept the First Respondent's evidence that it paid the service charges under protest and sought information from the Second Respondent and its agents in order to understand and verify the charges being demanded. We are satisfied that only limited information was provided to the First Respondent before the Applicants commenced these proceedings in September 2024.

18. In light of the above, we are satisfied that it is just and equitable to make an order under section 20C of the Landlord and Tenant Act 1985 preventing the Second Respondent from recovering its costs of these proceedings from the First Respondent through the service charge and, for the avoidance of doubt, preventing the First Respondent from recovering its own costs of the proceedings from the Applicants through the service charge.

19. For the same reasons, we are also satisfied that it is just and equitable to make an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. Accordingly, to the extent that administration charges would otherwise be recoverable under the relevant leases, neither the Second Respondent nor the First Respondent may recover any administration charges arising from their litigation costs in connection with these proceedings.

Reimbursement of Tribunal Fees

20. The Applicants applied for reimbursement of the Tribunal fees they had incurred, namely the application fee of £110 and the hearing fee of £227. The Tribunal has a general discretion under Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to order the reimbursement of Tribunal fees.

21. Having considered the parties' submissions and having regard to the determinations made above, we are satisfied that it is appropriate to exercise that discretion in the Applicants' favour. Accordingly, we order that the Second Respondent reimburse the Applicants the sum of £337, being the application fee and hearing fee paid by the Applicants, within 28 days of the date of this Decision.

Name: Judge Bernadette MacQueen Date: 8 September 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).