



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

Case reference	: HAV/43UM/LSC/2025/0785
Property	: Flat 1 Stadium House, Walton Road, Woking, GU21 5DW
Applicant	: Maureen Bayliss
Representative	: Roger Bayliss
Respondent	: Assehold Limited
Representative	: None
Type of Application	: Determination of liability to pay and reasonableness of service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal Members	: Mr M Williams FRICS (Chair) Mr A Hetherton MRICS IRRV(Hons) District Judge Pain, sitting as a Judge of the First-tier Tribunal (Property Chamber)
Venue	: Havant Justice Centre
Date of Hearing	: 1 June 2026
Date of Decisions	: 13 September 2026

DECISION

Summary of Decision

- (1) The Tribunal determined that the Applicant is liable to pay the following sums by way of service charge for the respective years:

Buildings Insurance

2020/21 - £95.73
2021/22 - £199.17
2022/23 - £230.33
2023/24 - £312.78
2024/25 - £322.10
2025/26 - £338.20
2026/27 - £348.28 (Budget)

Gardening Charges

2022/23 - £0.00
2023/24 - £0.00
2024/25 - £0.00
2025/26 - £0.00
2026/27 - £0.00 (Budget)

Section 20 Pathway Works

2019/20 - £0.00

Section 20 Render Works

2023/24 - £0.00

Fire Health and Safety Risk Assessments

2024/25 - £35.20
2025/26 - £0.00
2026/27 - £19.17 (Budget)

- (2) The Tribunal makes no determination in respect of the Applicant's claim for interest on service charge monies held on statutory trust.
- (3) The Tribunal makes no determination in respect of the Applicant's claim for interest on any service charge monies they have overpaid.
- (4) The Tribunal determines that the Respondent shall pay the Applicant £341 within 28 days of this Decision, in respect of the reimbursement of the Tribunal's fees incurred by the Applicant.

- (5) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985, so that the Respondent's costs arising from this application, if any, cannot be passed to the Applicant through any service charge.**
- (6) The Tribunal also makes an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 so that the Respondent's costs arising from this application, if any, cannot be sought from the Applicant.**
- (7) The Tribunal determines that the Respondent shall pay the Applicant £450 within 28 days of this Decision, in respect of the reimbursement of the Applicant's cost, summarily assessed by the Tribunal, in relation to this matter.**

Introduction

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("LTA 1985") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("CLRA 2002") as to the amount of service charges and (where applicable) administration charges payable by the Applicant in respect of the service charge years 2019-20, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 and budget for future year 2026-27.
2. The Applicant further seeks a determination that the Respondent is liable to pay interest on any service charge monies held by the Respondent on statutory trust pursuant to section 42 of the Landlord and Tenant Act 1987 ("LTA 1987"), and on any service charge monies held to have been overpaid by the Applicant to the Respondent as a result of the Tribunal's decision in respect of the issues set out at paragraph 1, above.
3. The Applicant also seeks orders prohibiting the Respondent from seeking to recover the Respondent's costs in the proceedings, whether under the service charge (to which section 20C of the LTA 1985 applies) or as part of any administration charge (to which paragraph 5A of Schedule 11 to the CLRA 2002 applies).
4. The Tribunal had the benefit of a 262-page PDF Hearing Bundle, within this decision references to the bundle page numbers are denoted as follows [XX].

The Background

5. The subject property is known as Flat 1, Stadium House, Walton Road, Woking, GU21 5 DW ("the Property"). It is a flat situated within a three-storey block of 15 flats ("the Block"). Flats 1-11, over floors one and two, were constructed in 2006; at that time the ground floor was a commercial showroom, but was converted into 4 further flats (that is, Flats 12 to 15) in 2011.
6. The Applicant holds a long lease of the Property, which they acquired in or around 2007. It is a tripartite lease, dated 28 June 2007, in which the original parties were Michael Hull Developments Limited and Stadium House Residents

Association Limited and Mango Group Services International Limited.

7. The Respondent, Assethold Limited (“Assethold”), acquired the freehold of the property in 2014. Following their acquisition, Eagerstates Limited (“Eagerstates”) were appointed to be managing agents.
8. The Tribunal notes that the Management Company service charge year runs from 1 January in any year to 31 December of that year, as per paragraph 1.2 of the fifth Schedule of the Lease [77]. There are no such specified dates for the Landlord service charge year, however we understand from the Applicant that in practice it runs from 1 April in any year to the 31 March in the following year.
9. Following Eagerstates taking over the management of the Block, the Applicant became concerned about the rising cost of the service charge, particularly in so far as it related to insurance. This culminated with a complaint made by her to The Property Ombudsman (TPO) in 2017, who advised that she would need to make an application to the First-Tier Tribunal.
10. Insurance Premiums reduced following the complaint and the Applicant decided not to refer the matter to the Tribunal at that time.
11. In 2025, Mr Bayliss, on behalf of the Applicant, wrote to Assethold to formally complain about Eagerstates and the management of the Block. He wrote initially on 4 July 2025, but he received no response. Mr Bayliss sent a further letter on the 29 August 2025 stating that if no response was received by 15 September 2025 an application under Section 27A of the LTA 1985 would be made. No response was received which resulted in this application being made.

The Lease

12. The Lease of Flat 1 [56 - 88] is a tripartite lease, as set out above. It is dated 28 June 2007 and grants a term of 125 years, from 30 March 2007. A rent is reserved, initially at £175 per annum.
13. The Lease contains separate management obligations on the part of the management company and on the part of the landlord.
14. The following terms are defined within the Lease [59 - 60] and are of particular importance to matters in dispute:

"the Accessways" means the access ways shown hatched brown on the Ground Floor Plan (Appendix 1)

"the Building" means the building edged blue of which the Demised Premises form part constructed in the approximate position shown on the Location Plan (Appendix 2)

"the Estate means the whole of the land comprised within H M Land Registry Title Number SY213357 (Appendix 3)

"the Forecourt" means the areas shown hatched blue on the ground floor plan (Appendix 1)

15. Clause 3 of the lease [61] states the following:

"3. **THE** Tenant **HEREBY COVENANTS** with the Landlord and separately with the Management Company to observe and perform the obligations on the part of the Tenant set out in the Second, Fourth and Fifth Schedules"

16. One of those obligations relates to a prohibition as to parking, being paragraph 18 of the Second Schedule [71]:

"18. Not to park or allow to be parked any car or cars or motorcycles or other motor or wheeled vehicles on any part of the Accessways or forecourt or block or obstruct the Accessways or forecourt in any manner."

17. Clause 2 of the Lease [61] sets out the Tenant's obligations to pay the expenses set out below.

"...**SECONDLY** a one-eleventh part of the expenses incurred by the Management Company (or Landlord) in carrying out the obligations referred to in the Sixth Schedule and **THIRDLY** a fair proportion to be determined by the Landlord of the expenses incurred by the Landlord in carrying out the obligations referred to in the Eighth Schedule."

18. Notably, paragraph three of the Fifth Schedule [78] states the following:

"In addition to the Management Service Charge to pay to the Landlord an additional service charge (hereinafter referred to as "the Landlord's Service Charge") being a fair and reasonable proportion to be determined by the Landlord of the costs and expenses incurred by the Landlord in carrying out the obligations set out in the Eighth Schedule to be payable annually in accordance with the following provisions..."

19. The Lease does not prescribe a specific service charge year for the Landlord's Service Charge, nor does it indicate that it should coincide with the Management Company's service charge year.

20. The Eighth Schedule deals with the Landlord's covenants, of particular relevance are paragraphs one to four.

"1. Well and substantially to repair maintain paint pave cleanse amend redecorate and renew the Building (including the roof and foundations and external and load bearing structures thereof) and installations and all service media passing under the estate (except insofar as the same or any of them solely serve and are incorporated within the demised premises or solely serve and are incorporated within any other apartment in the Building or fall within the Shared Internal Accessways)

2. To keep the Accessways and other forecourts within the Estate in good and substantial repair and condition and properly cleansed and lighted and to resurface the same as often as may be necessary

3. To resurface the Bin Storage Area as and when the Landlord considers necessary

4. To insure to the full reinstatement value thereof the Estate including the Building with an insurance company acceptable to the Landlord in the names of the Landlord the Management Company and all other interested parties and keep the same insured against loss or damage by fire explosion aircraft overflow of water storm and tempest third party public and owner/occupier liability and such other risks as are normally covered under a Householders Comprehensive Policy or Buildings Insurance as the Landlord may from time to time deem desirable including three years' loss of rent in respect of the rebuilding and reinstatement of the Estate including the building and to produce the policy of such insurance and the receipt for the current premiums to the Tenant when reasonably demanded and to apply such of the monies received by virtue of such insurance in rebuilding repairing or reinstating the Estate including the Building or such parts thereof as shall from time to time been destroyed or damaged”

The Law

Service charge s18 LTA 1985

21. LTA 1985 defines service charge in s18:

18 Meaning of “service charge” and “relevant costs”

(1) In the following provisions of this Act “service charge” means 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 or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are 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.

(3) For this purpose –

(a) “costs” includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.”

Limitation of service charges: reasonableness s19

22. S19 of the LTA provides:

(1) 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.

(2) 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.

23. In *Waller v Hounslow LBC* [2017] EWCA Civ 45, the Court of Appeal said that service charge costs must be assessed by asking whether they were reasonable when looked at objectively. This means the Tribunal should not simply replace the landlord's decision with its own. If the landlord chose a sensible and reasonable way of doing the work, then the cost can still be considered reasonable even if there was another cheaper option that would also have been acceptable.

Burden of Proof

24. The Court of Appeal, in *Yorkbrook Investments Ltd v Batten* (1985) 52 P & CR 51, [1985] 2 EGLR 100 at 103, held that there is, "no reason for suggesting that there is any presumption for or against a finding of reasonableness of standard or of costs", but that where, if the tenant is making the application, "the tenant gives evidence establishing a prima facie case, then it will be for the landlord to meet those allegations". The reverse would also apply, if the landlord was making the application.

25. In *Schilling v Canary Riverside Development PTD Ltd.* [LRX/26/2005, LRX/31/2005 and LRX/47/2005] His Honour Judge Rich QC had to consider upon whom lay the burden of proof. At paragraph 15 he stated :

"If the landlord is seeking a declaration that a service charge is payable he must show not only that the cost was incurred but also that it was reasonably incurred to provide services or works of a reasonable standard, and if the tenant seeks a declaration to the opposite effect, he must show that either the cost or the standard was unreasonable. In discharging that burden the observations of Wood J in the *Yorkbrook* case make clear the necessity for the LVT to ensure that the parties know the case which each has to meet and for the evidential burden to require the tenant to provide a prima facie case of unreasonable cost or standard."

26. In simple terms, this means that as this application is made by the tenant, it is for the tenant to raise a prima facie case that the service charges are unreasonable; it is then for the landlord to meet those allegations and satisfy the Tribunal that the service charges claimed are reasonable in terms of the amount or the standard of work.

Procedure and the Hearing

27. The Application was received on 8 October 2025.
28. The Application brought relates solely to Flat 1, Stadium House, Walton Road, Woking, Surrey, GU21 5DW.
29. The Tribunal issued directions, dated 3 March 2026, listing the matter for a Case Management and Dispute Resolution Hearing (CMDR) on 27 March 2026 at 2:00pm.
30. Those directions were sent by post to Assethold, as at that stage the Tribunal did not hold an email address for the Respondent. Thereafter, the Applicant provided an email address for the Respondent's managing agent, Eagerstates, and the Tribunal sent a copy of the directions to that address, although that email was sent after the CMDR had taken place. A subsequent response was received, albeit from Eagerstates, not the Respondent, using that email address.
31. Mr Bayliss attended to represent the Applicant; the Respondent did not attend, nor did they notify the Applicant or the Tribunal of their intention not to attend.
32. Following the Case Management and Dispute Resolution Hearing on 27 March 2026, further directions were issued by the Tribunal. Those Directions allowed the Applicant to file a Revised Statement of Case, to include the budget service charge year 2026-27.
33. The directions also provided a timetable for the exchange of evidence and preparation of the hearing bundle. They required, amongst other matters, that, by 24 April 2026, the Respondent provide to the Applicant a signed and dated Statement of Case verified by a statement of truth.
34. The Respondent did not comply with that direction. No signed Statement of Case, verified by a statement of truth, was served by the date specified.
35. The only substantive document subsequently produced was a document entitled 'STATEMENT OF CASE IN REPLY ON BEHALF OF THE RESPONDENT', dated 1 May 2026 (after the Tribunal deadline), prepared by Eagerstates as managing agents. That document was signed in the corporate name of Eagerstates rather than by an identified and appropriately authorised director.
36. The Tribunal did not receive a notice under rule 14(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 confirming that Eagerstates had been instructed to act as the Respondent's

representative in these proceedings.

37. In accordance with the Tribunal's directions, the Applicant subsequently prepared and filed a hearing bundle, comprising 262 pages. The bundle was indexed and paginated and included the documents upon which the Applicant sought to rely.
38. Neither party requested an inspection and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
39. By notice subsequently issued to the parties, the Tribunal informed them that the final hearing would take place on 1 June 2026 at 10:00 a.m. at the Havant Justice Centre.
40. The Applicant was represented by her husband, Mr Roger Bayliss at the hearing. The Respondent did not attend the hearing and neither the Tribunal nor the Applicant received any notification that it did not intend to attend.
41. The Tribunal is grateful to Mr Bayliss for his clear, detailed and well organised submissions, which assisted the Tribunal in identifying the issues in dispute and the evidence relied upon in support of the Applicant's case.

The Issues

Procedural Issues

42. At the hearing the Tribunal had the following procedural matters to determine:
 - 1) Should the Tribunal proceed in the absence of the Respondent?
 - 2) Should the Tribunal admit the 'STATEMENT OF CASE IN REPLY ON BEHALF OF THE RESPONDENT' filed by Eagerstates?
 - 3) Should the Tribunal accept the Applicant's supplemental bundle?

Substantive Issues

43. There were then the following substantive matters to deal with, being the payability and reasonableness of the service charge items listed below:
 - 1) Buildings' Insurance for the years, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 and the budget for 2026-27.
 - 2) Gardening works 2022-23, 2023-24, 2024-25, 2025-26 and the budget for 2026-27.
 - 3) Section 20 works - Pathway works – 2019.
 - 4) Section 20 works - Render works – 2023/24.
 - 5) Fire Risk Assessments - 2025/26 and 2026/27.
44. Along with two further matters relating to interest:
 - 1) Statutory Trust – Interest due on service charge monies for the years 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 and the budget for 2026-27.

2) Interest due on any service charge refund - 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 and the budget for 2026-27.

45. Having heard evidence and submissions from the Applicant and having considered all the documents provided, the Tribunal has made determinations set out below.

Procedural Issues

Whether to proceed in the absence of the Respondent?

The Tribunal's decisions

46. The Tribunal decided to proceed with the hearing in the absence of the Respondent.

Reasons for the Tribunal's decisions

47. The Applicant made submissions that the Respondent had been provided with all relevant documentation relating to the proceedings, including notice of the hearing. The Tribunal accepted those submissions. The Tribunal was satisfied that the Respondent had been given notice of the proceedings and notice of the hearing.

48. The Tribunal noted that the directions, dated 3 March 2026, had been sent by post to the Respondent at its registered address. The Tribunal was satisfied that the Respondent had been properly served with those directions and with subsequent notices in accordance with the Tribunal's procedures.

49. The Tribunal further noted that an email address for Eagerstates, the managing agent of the Property, had subsequently been provided to the Tribunal by the Applicant. Correspondence was thereafter sent to that address also and a response was received from Eagerstates. Whilst this demonstrated that Eagerstates was aware of the proceedings, the Tribunal did not treat correspondence from Eagerstates as evidence that the Respondent itself had actively engaged with the proceedings.

50. The Respondent neither attended the hearing nor provided any explanation for its absence. Nor did it notify either the Applicant or the Tribunal that it did not intend to attend.

51. The Applicant submitted that this was not the first occasion upon which the Respondent had failed to attend a hearing relating to this matter.

52. The Tribunal was mindful of the overriding objective contained within rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Rules"), namely, to deal with cases fairly and justly. This includes dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties, avoiding unnecessary formality and seeking flexibility in the proceedings, avoiding delay so far as compatible with proper consideration of the issues and ensuring, so far as practicable, that the parties are able to participate fully in the proceedings.

53. Having regard to all the circumstances, the Tribunal was satisfied that the Respondent had been given proper notice of the proceedings and of the hearing and had been afforded a reasonable opportunity to participate. The Tribunal considered that an adjournment would cause further delay and expense to the Applicant and would not further the overriding objective. The Tribunal therefore concluded that it was fair and just to proceed in the Respondent's absence.

Should the Respondent's purported Statement of Case be accepted?

The Tribunal's decisions

54. The Tribunal decided not to accept the document titled 'STATEMENT OF CASE IN REPLY ON BEHALF OF THE RESPONDENT' [40-49] as the Respondent's Statement of Case.
55. The Tribunal nevertheless determined that the document should remain within the hearing bundle and that the Applicant's representative would be permitted to rely upon such parts of that document as he considered relevant to their case. The Tribunal treated it, and placed such weight accordingly on it, as written admissions and assertions of the current managing agent, rather than as the Statement of Case from a representative who had conduct of the case for the Respondent.

Reasons for the Tribunal's decisions

56. The Tribunal's directions, dated 27 March 2026, required the Respondent to provide to the Applicant, by 24 April 2026, a signed and dated Statement of Case verified by a statement of truth. The Respondent failed to comply with that direction. No signed Statement of Case verified by a statement of truth was provided by the date specified.
57. The only substantive document subsequently produced was a document, dated 1 May 2026, prepared by, and signed by, Eagerstates. The document was therefore served after the expiry of the period set out in the Tribunal's directions.
58. Whilst the Civil Procedure Rules do not apply directly to proceedings before the First-tier Tribunal, the Tribunal considered it appropriate to have regard to analogous procedural requirements where they assist in achieving procedural fairness. Practice Direction 22, supplementing CPR Part 22, provides, at paragraph 3.7, that where a document is verified on behalf of a company or other corporation, the statement of truth must be signed by a person holding a senior position within that company or corporation.
59. The statement of truth contained within the document was not signed by an identified individual holding such a position but instead bore only the corporate name of Eagerstates. The Tribunal therefore considered that the document did not provide the degree of personal verification and accountability ordinarily associated with a statement of truth properly signed on behalf of a corporate entity.

60. The Tribunal additionally noted that no notice pursuant to rule 14(2) of the Tribunal Rules was filed notifying the Tribunal that Eagerstates had been appointed to act as the Respondent's representative in these proceedings.
61. The Tribunal accepted that the evidence before it established that Eagerstates acted as managing agent in relation to the day-to-day management of the Property. However, in the absence of a rule 14(2) notice, the Tribunal could not be satisfied that Eagerstates had been formally authorised to conduct litigation or make representations on behalf of the Respondent in these proceedings.
62. Taking those matters together, namely the failure to comply with the Tribunal's directions, the late service of the document, the absence of an identified signatory to the statement of truth and the failure to provide a rule 14(2) notice, the Tribunal concluded that the document could not properly be accepted as the Respondent's Statement of Case.
63. Nevertheless, the Tribunal considered it appropriate that the document remain within the hearing bundle. The Applicant's representative had prepared the case in response to its contents and sought to rely upon certain admissions, explanations and assertions contained therein. In the circumstances, the Tribunal permitted the Applicant to refer to and rely upon those parts of the document which it considered relevant, whilst attaching such weight to the document as the Tribunal considered appropriate considering the procedural deficiencies identified above.

Should the Tribunal accept the Applicant's supplemental bundle?

64. On the morning of the hearing, the Applicant sought permission to rely upon a supplemental bundle which had not previously been filed with the Tribunal or served on the Respondent pursuant to the Tribunal's directions.
65. The Applicant submitted that the supplemental bundle would assist the Tribunal in addressing matters raised within the document entitled 'STATEMENT OF CASE IN REPLY ON BEHALF OF THE RESPONDENT' prepared by Eagerstates and included within the hearing bundle.

The Tribunal's decisions

66. The Tribunal refused to admit the Applicant's supplemental bundle.

Reasons for the Tribunal's decisions

67. The Tribunal's directions, dated 27 March 2026, set out a timetable for the filing and exchange of evidence and required the parties to prepare and serve the documents upon which they intended to rely at the hearing.
68. The purpose of those directions was to ensure that each party had a fair opportunity to understand and respond to the case being advanced by the other and to ensure that the hearing proceeded in an efficient and proportionate manner.

69. The supplemental bundle had not been filed in accordance with the Tribunal's directions and had not been served upon the Respondent within the timescales prescribed by those directions.
70. Whilst the Respondent did not attend the hearing, the Tribunal considered that it would nevertheless be unfair to admit additional evidence on the morning of the hearing which the Respondent had not previously had an opportunity to consider. The Tribunal was mindful that the Respondent's decision not to attend the hearing would have been taken by reference to the material previously filed in accordance with the Tribunal's directions.
71. The Tribunal considered that, had the contents of the supplemental bundle been provided at an earlier stage in the proceedings, the Respondent may have taken a different view as to its participation in the proceedings. In those circumstances, the admission of the supplemental bundle at the hearing carried the risk of unfairness to the Respondent.
72. The Tribunal was also mindful of the overriding objective contained within rule 3 of the Tribunal Rules and considered that admitting late evidence in circumstances where it had not been served in accordance with the directions would not be fair, just or proportionate.
73. The Tribunal further noted that the Applicant's application arose primarily from matters raised within Eagerstates' purported Statement of Case. However, for the reasons set out above, the Tribunal had already determined that document would not be accepted as the Respondent's Statement of Case.
74. In those circumstances, the Tribunal was not persuaded that the supplemental bundle would provide any significant additional probative value beyond the material already contained within the hearing bundle.
75. Taking all matters into account, including the failure to comply with the Tribunal's directions, the potential unfairness to the Respondent, the overriding objective and the limited utility of the proposed evidence, the Tribunal determined that the supplemental bundle should not be admitted.

Substantive Issues

Insurance 2020/21 – 2026/27 (Budget)

76. This issue relates to the buildings insurance arranged in respect of the Block.
77. The Applicant challenges the reasonableness of the Buildings Insurance premiums charged in the following years:

2020/21 - £2,209.08
2021/22 - £4,596.32
2022/23 - £5,315.32
2023/24 - £7,218.00
2024/25 - £7,433.04
2025/26 - £7,804.69
2026/27 - £8,037.26 (Budget)

The Tribunal's decisions

78. The Tribunal determines that the reasonable Buildings Insurance premiums for the purposes of section 19 of the Landlord and Tenant Act 1985 are as follows:

2020/21 - £1,435.90
2021/22 - £2,987.61
2022/23 - £3,454.96
2023/24 - £4,691.70
2024/25 - £4,831.48
2025/26 - £5,073.05
2026/27 - £5,224.22 (Budget)

79. Accordingly, the Applicant's liability, being 1/15th (6.67%) of the reasonable premium, is determined as follows:

2020/21 - £95.73
2021/22 - £199.17
2022/23 - £230.33
2023/24 - £312.78
2024/25 - £322.10
2025/26 - £338.20
2026/27 - £348.28 (Budget)

Reasons for the Tribunal's decisions

80. The Applicant's case is that the Buildings Insurance premiums for the Block have increased substantially beyond both wider market trends and a nearby comparator block.
81. The Applicant also highlighted that the premium increased significantly from £2,679.97 in 2020/21 to £4,596.32 in 2021/22, an increase of approximately 71.5%. It further increased from £5,315.32 in 2022/23 to £7,218.00 in 2023/24, an increase of approximately 35.8%.
82. The Tribunal has reservations regarding the use of a single comparator block as evidence. Insurance premiums are determined by reference to a range of underwriting factors, and two apparently similar blocks may attract materially different premiums. However, the Tribunal accepts that leaseholders face practical difficulty in obtaining alternative quotations for residential block insurance.
83. The Tribunal finds that the combination of the growing disparity between the Block and the comparator block, together with the extent of the increases in the premiums charged, was sufficient to establish a prima facie case that the costs may have been unreasonable.
84. In accordance with *Yorkbrook Investments Ltd v Batten* and *Schilling v Canary Riverside Development PTD Ltd*, the evidential burden therefore shifted to the Respondent to demonstrate that the premiums were reasonably incurred.

85. The Respondent has failed to discharge that burden. The Tribunal was provided with insufficient evidence regarding either the process by which the insurance had been procured or the reasons why the resulting premiums represented a reasonable outcome.
86. Applying the approach in *Waalder v Hounslow LBC*, the Tribunal finds that neither the procurement process nor the outcome has been shown to be reasonable.
87. In the absence of sufficient evidence from the Respondent, the Tribunal has relied upon its own expertise and experience as a specialist property tribunal in determining a reasonable insurance premium for each year in question.

Gardening 2022/23 – 26/27 (Budget)

88. This issue relates to the recoverability of gardening charges levied by the Respondent in the service charge years 2022/23 - 2026/27 (Budget).

The Tribunal's decisions

89. The Tribunal determines that no gardening costs are recoverable from the Applicant in any of the years under consideration.
90. Accordingly, the Applicant's liability in respect of gardening charges for each of the years 2022/23, 2023/24, 2024/25, 2025/26 and 2026/27 (Budget) is £0.00.

Reasons for the Tribunal's decisions

91. The Tribunal finds that the areas presently laid out as gardens are demised to the relevant ground floor flats. The Tribunal reaches that conclusion from the lease plans and demise provisions relating to those flats. The Tribunal is satisfied that the garden areas form part of the demised premises and do not form part of the retained parts of the Estate.
92. On the balance of probabilities, the Tribunal finds that responsibility for the maintenance and upkeep of those garden areas therefore rests with the leaseholders of the respective ground floor flats to which they are demised. It follows that the costs associated with maintaining those areas do not fall upon the Landlord and cannot be passed through to the remaining leaseholders of the block through the service charge mechanism.
93. Accordingly, the Tribunal finds that the gardening charges are not recoverable from the Applicant.
94. In the alternative, if the Tribunal is wrong in its finding that responsibility for the maintenance of the garden areas rests with the leaseholders of the relevant ground floor flats, the Tribunal is nevertheless satisfied that the Lease contains no contractual mechanism by which gardening costs may be recovered from the Applicant.
95. The Applicant's liability to contribute towards the Landlord's Service Charge

arises under clause 2 of the Lease [61] and paragraph 3 of the Fifth Schedule [78]. The Applicant is only required to contribute towards expenses incurred by the Landlord in carrying out its obligations under the Eighth Schedule [84-85].

96. The Tribunal has carefully reviewed the Eighth Schedule [84-85] and notes that it contains no provision requiring the Landlord to undertake gardening works, landscaping works or garden maintenance. Equally, there is no express provision elsewhere within the Lease permitting the recovery of gardening costs through the Landlord's Service Charge.
97. Accordingly, even if the Landlord has incurred gardening expenditure, the Tribunal is not satisfied that such costs fall within the category of expenses recoverable from the Applicant under the terms of the Lease.
98. Further, and in any event, the Tribunal has considered whether the areas upon which the gardens are now situated fall within any of the Landlord's obligations contained within the Eighth Schedule [84-85].
99. The evidence before the Tribunal establishes that the gardens are situated upon land comprising "the Forecourt", being the area shown hatched blue on the Ground Floor Plan and defined within the Lease [61 & 89].
100. Paragraph 2 of the Eighth Schedule [84] requires the Landlord:

"To keep the Accessways and other forecourts within the Estate in good and substantial repair and condition and properly cleansed and lighted and to resurface the same as often as may be necessary."
101. The Tribunal notes that whilst "the Forecourt" is a specifically defined term within the Lease [61], the covenant does not impose an obligation upon the Landlord to maintain "the Forecourt". Rather, it refers to the Accessways and "other forecourts". The Tribunal is satisfied that this distinction is deliberate and must be given meaning.
102. The Tribunal therefore concludes that, under the Applicant's Lease, no obligation is imposed upon the Landlord to maintain "the Forecourt" upon which the gardens are now situated.
103. The Tribunal notes that this construction is consistent with the physical layout of the Estate at the time the Lease was granted in 2007. The evidence before the Tribunal demonstrates that the areas now laid out as gardens formed part of "the Forecourt" associated with the commercial showroom occupying the ground floor of the Building; it was designated "showroom parking only" [88]. In those circumstances, it is unsurprising that the Lease does not require the Applicant to contribute towards the maintenance of "the Forecourt", an area which was not intended for the use or benefit (and from which they were expressly prohibited from using [71]) of the upper-floor residential leaseholders.
104. As the Applicant's liability under paragraph 3 of the Fifth Schedule [78] is limited to a fair proportion of the expenses incurred by the Landlord in carrying out its obligations under the Eighth Schedule [84-85], it follows that

costs incurred in maintaining "the Forecourt" are not recoverable from the Applicant.

105. Accordingly, whether viewed on the basis that the gardens are demised to the relevant ground floor flats, that there is no lease provision permitting the recovery of gardening expenditure, or that the areas in question do not fall within the Landlord's obligations under the Eighth Schedule, the Tribunal finds that the gardening charges are not recoverable from the Applicant.

Section 20 – Pathway works 2019/20

106. This issue relates to pathway works carried out during the 2019/20 service charge year following a section 20 consultation process. The Applicant challenges the recoverability of the costs incurred in relation to those works.

The Tribunal's decisions

107. The Tribunal determines that no part of the pathway works costs are recoverable from the Applicant.
108. Accordingly, the Applicant's liability in respect of the pathway works is £0.00.

Reasons for the Tribunal's decisions

109. The Lease defines "the Estate" as the whole of the land comprised within HM Land Registry Title Number SY213357 [59-60]. The Applicant's liability is limited to a fair proportion of the expenses incurred by the Landlord in carrying out its obligations under the Eighth Schedule [78, 84-85].
110. The Respondent's managing agent accepts that the pathway works were undertaken on land owned by the Respondent which adjoins the Block but forms part of a separate title and falls outside the Estate [45].
111. As the works were undertaken outside the Estate, they were not incurred in carrying out any obligation falling within the Eighth Schedule. Accordingly, the costs do not fall within the Landlord's Service Charge provisions and are not recoverable from the Applicant.

Section 20 – Render works 2023/24

112. This issue relates to additional render works undertaken during the external decoration works which had been the subject of a section 20 consultation process. Following commencement of decorating works, defects were identified to the render which required further remedial works.

The Tribunal's decisions

113. The Tribunal determines that none of the costs associated with the render works are recoverable from the Applicant. Accordingly, the Applicant's liability in respect of the render works is £0.00.

114. In the alternative, if the Tribunal is wrong in that finding, the Tribunal determines that the costs are subject to the consultation requirements contained within section 20 of the Landlord and Tenant Act 1985 and are therefore limited to £250 in respect of the Applicant.

Reasons for the Tribunal's decisions

115. The Tribunal notes the email from Eagerstates, dated 27 September 2023, in which the managing agent accepted its contractor's assessment that a constant drip from the guttering had caused significant damage to the render and had left the brickwork behind saturated [178]. The Tribunal further notes that the Respondent had incurred expenditure on gutter cleaning and maintenance in the preceding service charge year [53].
116. The Tribunal therefore finds that the damage arose because of the Respondent's and/or its managing agent's negligence in carrying out the repairing and maintenance obligations imposed upon the Landlord by the Eighth Schedule of the Lease.
117. In those circumstances, the Tribunal finds that the render works were necessitated by the Respondent's own breach of its repairing and maintenance obligations under the Lease.
118. In those circumstances, the Tribunal does not consider it reasonable, just or equitable that the resulting costs should be passed on to the Applicant through the service charge. The Tribunal therefore determines that none of the render works costs are recoverable.
119. In the alternative, if the Tribunal is wrong in that finding, it is satisfied that the render works amounted to a separate set of qualifying works from those previously consulted upon under the section 20 process. The original consultation related to external decoration works. The render works were materially different in nature, relating instead to the repair of damaged render and the remediation of defects affecting the Building to ensure that the structure remained watertight. These additional render works represented a substantial additional cost, amounting to approximately 37% of the value of the originally consulted works.
120. In those circumstances, the Tribunal is satisfied that the render works constituted separate qualifying works for the purposes of section 20 of the Landlord and Tenant Act 1985 and required either a separate consultation process or an application for dispensation.
121. Neither a separate consultation nor an application for dispensation took place.
122. Accordingly, if the Tribunal is wrong in its primary finding that the costs are irrecoverable, recovery would in any event be limited by section 20 of the Landlord and Tenant Act 1985 to £250 in respect of the Applicant.

Fire Health & Safety Risk Assessments

123. This issue relates to the Fire Health and Safety Risk Assessment costs charged in the 2024/25 and 2025/26 service charge years together with the budget provision for the 2026/27 service charge year.

124. The charges in dispute are:

2024/25 - £528.00

2025/26 - £550.00

2026/27 - £575.00 (Budget)

The Tribunal's decisions

125. The Tribunal determines that the reasonable costs in respect of Fire Health and Safety Risk Assessments are:

2024/25 - £528.00

2025/26 - £0.00

2026/27 - £287.50 (Budget)

126. Accordingly, the Applicant's liability, being 1/15th (6.67%) of those costs, is determined as follows:

2024/25 - £35.20

2025/26 - £0.00

2026/27 - £19.17 (Budget)

Reasons for the Tribunal's decisions

127. The Applicant relies upon Local Government Association guidance concerning fire risk assessments in purpose-built blocks of flats. The guidance identifies that low-rise blocks, of the type under consideration, being buildings of three storeys above ground level and less than twenty years old, are generally considered to be low-risk buildings [181, 185-186]. This would make the Block a low risk building.

128. The Local Government Association guidance states for a low-risk building, a full fire risk assessment should ordinarily be undertaken every four years and reviewed every two years [181, 185-186]. The Tribunal accepts that this evidence is sufficient to establish a *prima facie* case that the frequency with which fire risk assessments have been commissioned may be unreasonable.

129. In accordance with *Yorkbrook Investments Ltd v Batten and Schilling v Canary Riverside Development PT Ltd*, the evidential burden therefore shifted to the Respondent to demonstrate that the frequency of assessments, and thus the costs incurred, were reasonable.

130. The Tribunal finds that the Respondent has failed to discharge that burden. No evidence was produced explaining why more frequent assessments were required nor was any evidence produced to demonstrate why departure from the guidance relied upon by the Applicant was

reasonable in the circumstances of this building.

131. Applying the approach in *Waalder v Hounslow LBC*, the Tribunal finds that neither the process adopted nor the resulting outcome has been shown to be reasonable.
132. The Tribunal accepts that a full Fire Health and Safety Risk Assessment undertaken in 2024/25 was reasonable and recoverable.
133. However, having regard to the age, construction and risk profile of the Building, the Tribunal accepts the Applicant's evidence that no further assessment was reasonably required during 2025/26.
134. The Tribunal further accepts that, during 2026/27, it would be reasonable for the Respondent to undertake a review of the existing assessment rather than commission a further full assessment.
135. Drawing upon its own expertise as a specialist property tribunal and having regard to the guidance relied upon by the Applicant, the Tribunal determines that the reasonable cost for 2026/27 is £287.50, being 50% of the budgeted sum.

Interest allegedly due on statutory trust monies

136. This issue relates to the Applicant's contention that interest should accrue for the benefit of leaseholders on service charge monies held by the Landlord pursuant to the statutory trust created by section 42 of the Landlord and Tenant Act 1987.

The Tribunal's decisions

137. The Tribunal makes no determination in respect of this issue.

Reasons for the Tribunal's decisions

138. The present application is made pursuant to section 27A of the LTA 1985. The Tribunal's jurisdiction under that provision is limited to determining whether a service charge is payable and, if so, by whom, to whom, in what amount, when and how it is payable.
139. The issue raised by the Applicant in respect of interest allegedly accruing upon monies held pursuant to the statutory trust created by section 42 of the Landlord and Tenant Act 1987 is not a question concerning the payability or reasonableness of a service charge. Rather, it concerns the consequences of the holding and administration of trust monies.
140. The Tribunal is therefore satisfied that this issue falls outside its jurisdiction under section 27A of the LTA 1985. Any claim arising from the administration of trust monies, including any alleged entitlement to interest thereon, is a matter for the County Court. Accordingly, the Tribunal makes no determination in relation to this issue.

Interest on any service charge refund

141. This issue relates to the Applicant's claim that interest should be payable upon any sum which the Tribunal may determine has been overpaid by way of service charge and is subsequently refundable by the Respondent.

The Tribunal's decisions

142. The Tribunal makes no determination in respect of this issue.

Reasons for the Tribunal's decisions

143. The present application is made pursuant to section 27A of the LTA 1985. The Tribunal's jurisdiction under that provision is limited to determining whether a service charge is payable and, if so, by whom, to whom, in what amount, when and how it is payable.
144. The issue raised by the Applicant in respect of interest on any sum which may become refundable following the Tribunal's determination does not concern the payability or reasonableness of a service charge. Rather, it concerns the consequences of any overpayment and the recovery of sums thereafter found to be due.
145. The Tribunal is not empowered by section 27A of the LTA 1985, or any other legislation, to order repayment of monies or to award interest upon such sums in this case. The recovery of any overpayment, together with any claim for interest thereon, is a matter for the County Court.
146. The Tribunal is therefore satisfied that this issue falls outside its jurisdiction under section 27A of the Landlord and Tenant Act 1985 and accordingly makes no determination in relation to it.

Application under s.20C, Sch 11 Para 5A and refund of fees

147. Section 20C of the 1985 Act enables a tenant to apply for an order that all or any of the costs incurred, or to be incurred, in connection with the proceedings before the Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of service charge payable by the tenant or any other person specified in the application. By virtue of section 20C (3) the Tribunal may then make such order as it considers just and equitable in the circumstances.
148. Further, Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 permits a tenant to apply for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs, including costs in proceedings in the First-tier Tribunal. The Tribunal may make whatever order on the application it considers to be just and equitable.
149. The Applicant indicated within their application form that they wished to apply for such orders.

150. The Tribunal has determined significant reductions to the service charges levied across the service charge items considered.

151. The Applicant has acted wholly reasonably in bringing the Application and in doing so has highlighted failings on the part of the Respondent, and their managing agent, in terms of the administration of the lease obligations.

152. Therefore, the Tribunal finds in the circumstances that it is just, equitable, and reasonable to determine that the Respondent shall not seek to recover the costs incurred in relation to these proceedings (not that it is fathomable that these would be costs of note given the Respondent has not participated at all in the proceedings) from the Applicant as part of the service charge, or from the Applicant by way of any administration charge.

153. At the end of the hearing, the Applicant made an application for a refund of the fees that he had paid in respect of the application and hearing. Having heard the submissions from the Applicant and considering the determinations above, the Tribunal orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.

Application under Rule 13 for costs

154. The Applicant also made a costs application under rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 on the basis that the Respondent's conduct had been unreasonable throughout the proceedings.

155. The basis for the application is as follows:

- 1) The Respondent acted unreasonably in refusing to engage with the Applicant prior to the commencement of proceedings, in particular by failing to respond to the Applicant's letters dated 4 July 2025 and 29 August 2025, in which she sought to resolve the dispute without recourse to the Tribunal.
- 2) The Respondent acted unreasonably in failing to comply with the Tribunal's directions, in particular by failing to file a compliant Statement of Case and by failing to provide a notice under rule 14(2) confirming Eagerstates Limited's authority to represent it in these proceedings.
- 3) The Respondent acted unreasonably in failing to attend the Case Management and Dispute Resolution Hearing.
- 4) The Respondent acted unreasonably in failing to attend the final hearing on 1 June 2026 and in failing to notify either the Applicant or the Tribunal that it did not intend to attend.

156. It appears to the Tribunal that the Respondent has treated the Applicant, the Tribunal and the Tribunal's procedures throughout the course of this application with a significant degree of disregard.

157. The Tribunal finds that the Respondent acted unreasonably in its conduct of the proceedings in the following ways:

- 1) Its failure to engage with the Applicant prior to proceedings being commenced.
 - 2) Its failure to comply with the Tribunal's directions, in particular its failure to file a compliant Statement of Case and its failure to provide a notice under rule 14(2).
 - 3) Its failure to attend the Case Management and Dispute Resolution Hearing.
 - 4) Its failure to attend the final hearing, without notifying either the Tribunal or the Applicant that it did not intend to attend.
 - 5) Its overall failure to engage meaningfully in these proceedings.
158. The Tribunal therefore finds that it is just and equitable to make a costs order in favour of the Applicant and, pursuant to rule 13(7)(a), summarily assesses the Applicant's costs in the sum of £450.

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.

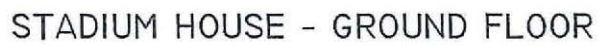
If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

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.

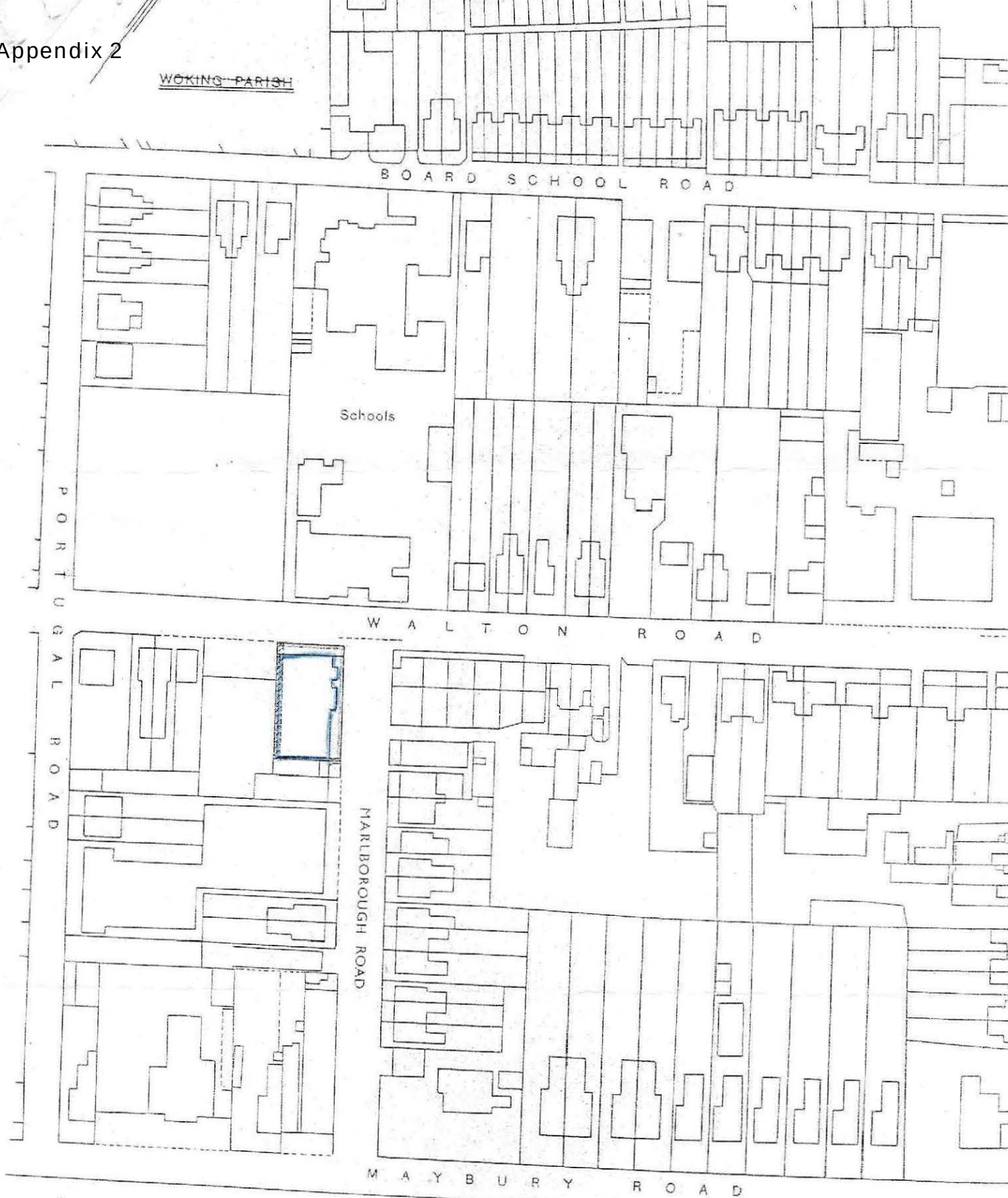
If the application is not made within the 28-days' time limit, such application must include a request for an extension of time and the reason for not complying with the 28-days' time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal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



WOKING PARISH



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