



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

Case references : **LON/00BK/LSC/2025/1276**
LON/00BK/LVM/2025/001

Property : **70-72 Westbourne Terrace, London,
W2 6QA**

LON/00BK/LSC/2025/1276

Applicants : **Nicholas Jelf (Flat B)**
Hafiz Algurafi (Flat 3)
Philip Pilkington (Flat 4)
Annaliese Stedworth (Flat 10)
Alex Taylor (Flat 11)
Ala Hamad (Flat 14)
Edmond Francey (Flat 16)
Judith Feuchtwanger (Flat 17)

Representative : **Roger McElroy**

Respondent : **Paul Anthony Cleaver (Manager)**

Representative: : **Jon Ward (Counsel) instructed by**
Lazarev Cleaver (Solicitors)

Interested Parties : **All other leaseholders**

LON/00BK/LVM/2025/0014

Applicant : **Paul Anthony Cleaver (Manager)**

Representative : **Jon Ward (Counsel) instructed by**
Lazarev Cleaver (Solicitors)

Respondents : **70-72 WBT Ltd**
All leaseholders
Kolup Investments Limited

Tribunal : **Judge Robert Latham**
Stephen Mason

Date and Venue of Hearing : **8 July 2026 at 10 Alfred Place, London, WC1E 7LR**

Date of Decision : **11 August 2026**

DECISION

Decision of the Tribunal

1. The Tribunal dismisses the application in LON/00BK/LSC/2025/1276.
2. The Tribunal assesses the closing fees due to the Manager at £10,000.
3. The Tribunal directs the Manager to return the remaining sum of £40,000 to 20-72 WBT Ltd within 7 days of this decision.
4. The Tribunal directs 20-72 WBT Ltd to apportion the sum of £40,000 between the 10 leaseholders who were not parties to the Section 27A application.

Introduction

1. On 4 August 2020, a Tribunal (Judge Robert Abbey and Sue Coughlin MCIEH) appointed Mr Paul Cleaver (“the Manager”) to manage 70-72 Westbourne Terrace, London, W2 6QA (“the Property”) pursuant to section 24 of the Landlord and Tenant Act 1987 (“the 1987 Act”). The appointment was for a term of four years from 10 August 2020. On 26 July 2024, Judge Martynski ordered that the appointment be extended pending further order.
2. The Property consists of two converted terraced houses that have been converted into 18 flats. At the time, the Property was being managed by the 70-72 Westbourne Terrace Residents RTM Company Limited (“the RTM Company”). On 6 June 2023, the RTM Company was dissolved.
3. The Primary Objective of the Management Order was to “to review urgently the heating arrangements for the building; to make an independent audit of which flats have installed their own heating systems (detailing type of power source used and any payments received from service charge funds); and to set out proposals for resolution in the long term taking proper account of the lease terms”.
4. At the time of the appointment, the Landlord interest was held by The Chilworth Trust Limited (“Chilworth”). On 12 August 2021, Chilworth went into liquidation. On 19 December 2025, 70-72 WBT Ltd (“WMB”) acquired

Chilworth's interest in the Head Lease. WMB is controlled by a majority of the leaseholders. At present, there are two directors: (i) Mr Roger McElroy who is the partner of Ms Judith Feuchtwanger (the leaseholder of Flat 17) and (ii) Mr Cedric Jelf, the leaseholder of Flat B.

5. There has been extensive litigation involving this Property. On 14 April 2025, a Tribunal (Judge Adrian Jack and Ms Marina Krisko FRICS) determined LON/00BK/LSC/2024/0125 & LON/00BK/LSC/2024/0351. The first application started as a County Court Claim brought by the Manager against Ms Feuchtwanger to recover sums payable under the Management Order. Ms Feuchtwanger brought the second application against the Manager in respect of the service charges which he had demanded. The Tribunal allowed the County Court Claim in full. However, it disallowed a number of the service charges which had been demanded. The Manager had demanded management fees in excess of those permitted by the Management Order. The Tribunal also addressed the problems with the heating and hot water. Prior to 2014, there were two commercial boilers which were installed in order to provide all the flats with hot water and to provide all the flats and the common parts with heating. By 2014, the boiler providing the heating had completely failed and the boiler providing hot water was unable to service all the flats. A decision appears to have been made not to replace the boilers. Instead, various flat owners started to make their own arrangements for heating and hot water. The result was that by 2020, none of the flats had communal heating and only four or five flats had hot water from the communal system. The Tribunal found Ms Feuchtwanger was not obliged to contribute towards the cost (£20,717) of the communal heating supply. The Tribunal found that the Manager had not used his best endeavours to provide hot water. The Tribunal accepted that there was no money to replace the two commercial boilers and suggested a lease variation so that each flat had an individual system.
6. On 18 December 2025, the following applications were set down for a two day hearing before Judge Latham, Stephen Mason FRICS and Mr N Miller:
 - (i) LON/00BK/LVM/2024/0011: An application brought by Mr Alan Philip Zafer (Basement garage), Ms Olun Ungan Kilty (Flat 7) and the Manager, dated 22 July 2024 to vary the Management Order to allow for an extension of the Manager's appointment (the "**Extension Application**");
 - (ii) LON/00BK/Lam/2024/0029: An application brought by Ms Feuchtwanger (Flat 17), dated 23 July 2024, to vary any extension to the Management Order to appoint Mr Rivett in place of the Manager (the "**Removal Application**");
 - (iii) LON/00BK/LVM/2025/0011: An application brought by the Manager, dated 5 August 2025 for a variation of the Management Order and/or Directions in respect of the Communal Heating and Hot Water System (the "**Heating Application**").

7. There has been an unfortunate history to these applications which is considered in the Directions made by Judge Vance on 12 August 2025 and Judge N Carr on 24 November 2025.
8. Shortly before this hearing, two further applications had been issued:
 - (iv) LON/ooBK/LSC/2025/1276: An application brought by the Section 27A Applicants, dated 10 December 2025 (amended on 17 December 2025), under section 27A of the Landlord and Tenant Act 1985 for determination of reasonableness of service charges in respect of years 2021-2026 (the “**Section 27A Application**”).
 - (v) LON/ooBK/LVM/2025/004: An application brought by the Manager, dated 16 December 2025, for a variation to the Management Order in order to be permitted to defend himself against the Section 27A application and to be entitled to recover the costs of defending himself from the leaseholders and for provision to be made to fund any shortfall that may arise out the Tribunal’s determination in the Section 27A Application (the “**Variation Application**”).
9. The Tribunal was unable to proceed with the two day hearing and gave Directions in respect of the five applications. Three of the applications were subsequently resolved:
 - (i) LON/ooBK/LVM/2025/0011 (the Heating Application): On 18 December 2025, the Tribunal consented to this application being withdrawn.
 - (ii) LON/ooBK/LAM/2024/0029 (the Removal Application): On 2 March 2026, the Tribunal consented to this application being withdrawn.
 - (iii) LON/ooBK/LVM/2024/0011 (the Extension Application): On 2 March 2026, the Tribunal extended the Manager’s term of management under the Management Order until 31 March 2026.
 - (iv) LON/ooBK/LSC/2025/1276 (the Section 27A Application): On 2 March 2026, the Tribunal gave Directions for this application to be determined on 8 July 2026.
 - (v) LON/ooBK/LVM/2025/0014 (the Variation Application): On 2 March, the Tribunal had extended Mr Cleaver's appointment as Manager beyond 31 March 2026 solely to enable him to participate in the Section 27A application. On 2 March 2026, the Tribunal gave Directions to identify any outstanding issues relating to his appointment as Manager which would also be determined on 8 July 2026.
10. On 1 April 2026, WBT assumed responsibility for the management of the Property. WBT appointed Investment Technology Ltd (“ITL”) which trades as Canonbury Management to manage the Property. Mr McElroy is one of the two directors of ITL.

The Hearing on 8 July

11. Mr Cleaver, the Manager, attended. He was represented by Mr Jon Ward, Counsel. Mr Greg Lazarev, a paralegal with Lazarev Cleaver LLP, also attended.
12. There was no attendance from the Applicant tenants, WBT or any of the leaseholders.
13. Having regard to rule 34 of the Tribunal Rules, the Tribunal was satisfied that all the relevant parties had had notice of the hearing. They had made an informed decision not to attend. It was in the interests of justice to proceed and determine all the outstanding issues.

The Section 27A Application (LON/00BK/LSC/2025/1276)

14. On 10 December 2025, this application had been issued by Downs Solicitors LLP. On 23 February 2026, they withdrew, apparently on grounds of a conflict of interest. On 24 February, Mr McElroy informed the Tribunal that he had been appointed to represent the Applicants. Since this date, Mr McElroy has taken no steps to progress their application.
15. On 2 March 2026, Judge Latham gave Directions. He directed that the Applicants' application form and Scott Scheule should stand as their Statement of Case. He directed that there should be a Lead Applicant.
16. By 24 March 2026, the Manager was directed to email to the Applicants his Statement of Case, his documents and any witness evidence. On 24 March, the Manager complied with this direction by emailing the Applicants with a password so they could download the documents via his secure document management system, NetDocuments.
17. By 12 April 2026, the Applicants were directed to email to the Manager a Reply, their documents and any witness statements. The Applicants have failed to comply with this Direction.
18. On 27 April 2026, Mr McElroy sent an email to the Tribunal which was copied to the Manager. He asserted that he had not had any response from the Manager in respect of the Directions. He added: "We have no interest shown by any leaseholder in becoming the lead applicant - they are all overseas, busy or employed have sought to be represented by me as per their earlier authority to that effect."
19. Thereafter, there was further communication between the parties. On 12 May 2026, the Manager confirmed to the Tribunal and Mr McElroy that he had complied with the Direction, attaching a copy of his email of 24 March. On 22 May, the Manager sent a further email to the Tribunal and Mr McElroy attaching copies of the two emails sent on 24 March 2026. On the same date, Mr McElroy replied contending that sending a link was not the same as actually sending the documents, and that he could not access "your security protected area as it breaches our IT security protocol".

20. On 28 May 2026, Lazarev Cleaver LLP, the Manager's Representative, applied to strike out the Applicants' case under rule 9(3)(a) of the Tribunal Procedure (First tier Tribunal) (Property Chamber) Rules 2013 (the "Tribunal Rules"), or, alternatively, an order barring or restricting the Applicants' participation in the proceedings under rule 8(2)(e). The Respondent provided a witness statement from Greg Lazarev in support of the Application. On 9 June 2026, Mr McElroy responded to the application. He also provided a witness statement.
21. On 10 June 2026, Judge Latham gave Further Directions. He was satisfied that the Manager had complied with the Directions. Emailing a secure link was an acceptable means of serving the documents. Mr McElroy could have raised any application at the time. He failed to do so. Rather than strike out the Applicant's case, the Tribunal directed the Applicants to file their Reply by 26 June and their Bundle of Documents by 1 July.
22. On 15 June 2026, the Tribunal arranged a mediation. Mr McElroy failed to attend. None of the Applicants attended.
23. On 17 June 2026, Mr McElroy sent an email to the Tribunal asserting that the rear fire escape and the rear wall of the top two floors were a state of imminent collapse. The porch entrance had been scaffolded to prevent collapse. 82 fire alarm faults had been detected.
24. On 2 July 2026, Mr McElroy informed the Tribunal that the Applicants did not wish to continue with their Section 27A application. He apologised for the delay, stating that it was extremely difficult to obtain responses from the large number of applicants on account of their locations and jobs. He stated that:
- "The general view among applicants is that it is unlikely that the tribunal will sanction or properly sanction the manager, despite the many issues caused by him and that further leaseholder funds will be taken by the manager to pay the law firm which he has a direct interest in. The Applicants have requested that the tribunal do not appoint this manager again for any further section 24 appointments and would invite the tribunal to take a look at the state of the building if they have any doubt over the reasoning for that request."
- He concluded by stating that he was not instructed to attend the hearing fixed for 8 July. There were no litigants who were able to attend. Mr McElroy did not provide a written notice of withdrawal as required by rule 22 of the Tribunal Rules.
25. The Applicants have not attended to pursue their application. Mr Cleaver provided a Bundle of 318 pages relating to the documents that he had disclosed in response to the Claim. We dismiss the application.
26. Clause 1(g) of the Management Order authorised the Manager to defend any legal action or dispute whether through the courts or this tribunal. Clause 7

provided that the Manager shall be reimbursed in respect of all costs, disbursements and expenses (including the fees of barristers, solicitors and other professionals).

27. This is normally a “no costs” jurisdiction. However, the Management Order expressly provides that the Manager should be entitled to be reimbursed the costs that he has incurred. This is subject to the overriding provision that such costs should be reasonable. The Management Order gives this Tribunal the discretion to determine what costs are reasonable and who should bear these costs.
28. The Manager’s costs have been occasioned by the eight leaseholders who have brought this application. Mr McElroy, their representative, has made a number of serious allegations on their behalf about the manner in which the Property has been managed by the Manager and the current condition of the Property. Despite these serious allegations, the Applicants have taken no steps to progress their claim. They failed to attend the mediation. They waited until 2 July 2026, to notify the Tribunal that they did not intend to proceed with it. This was after the Manager had instructed Counsel to appear for the hearing. We are satisfied that the Manager’s costs should be met by these eight leaseholders (see below).

The Variation Application (LON/00BK/LVM/2025/0014)

29. On 2 March 2026, Judge Latham had extended the scope of the Manager’s appointment beyond 31 March 2026, such extension being solely to enable him to participate in the Section 27A application and in any further proceedings relating to his appointment. The Tribunal amended this application to permit the Manager to seek a determination by this Tribunal of any unresolved dispute arising from the Manager’s appointment (i.e. the disposal of any unexpended service charges and the manner in which any service charges should be apportioned between the Leaseholders).
30. The Tribunal directed the Manager by 15 May 2026, to email the following to WBT and the leaseholders: (i) closing accounts for the term of his appointment (such accounts to be provisional only in so far as they may require amendment pursuant to the s.27A Application or pending a determination by the Tribunal under paragraph 2 above); (ii) annual service charge accounts for any outstanding service charge years; (iii) a statement of account for each Leaseholder (to be sent to WBT, but only to the relevant leaseholder) (such accounts to be provisional only in so far as they may require amendment pursuant to the s.27A Application or pending a determination by the Tribunal under paragraph 2 above); and (iv) a brief written report on the progress and outcome of the Management Order up to 31 March 2026. The report should include an explanation as to how any service charges have been apportioned in respect of the communal boiler. The Report should also particularise any costs which the Manager has charged or proposes to charge in respect of any proceedings before this tribunal or any court.

31. On 7 July 2026, Mr Cleaver confirmed that he had complied with this Direction by sending the relevant accounts to the parties.
32. The Directions provided that WBT or any leaseholder by 29 May 2026, should email to the Manager any queries relating to the closing accounts. The Tribunal encouraged the leaseholders to liaise with each other and with WBT to submit a common list of questions identifying any charges that they may seek to challenge. On 7 July, Mr Cleaver confirmed that no queries had been raised by either WBT or any leaseholder.

Service Charge Funds held by The Manager

33. At the Case Management Hearing on 24 February 2026, Mr Cleaver had informed the Tribunal that he was holding service charge funds of some £280k. He agreed to transfer to WBT all of the service charge funds held as at 31 March 2026, save for £50k which he would retain pending the determination of the outstanding disputes.
34. On 2 March 2026, the Tribunal directed the Manager, by no later than 2 April 2026, to transfer £50k of service charge funds held by the Manager to WBT. Further, by 15 April 2026, the Manager was directed to transfer the balance of service charge funds held by him to WBT, save for the sum of £50k which he may retain pending the determination of any outstanding disputes.
35. No funds were transferred by 2 or 15 April 2026.
36. On 21 May 2026, Blake Morgan LLP, solicitors acting for WBT, applied for an order that the Manager transfer the balance of all service charge funds held by him, save for the sum of £50k, to the following account: Account Holder Name: Investment Technology Ltd (“ITL”) on behalf of 70-72 WBT Ltd; Account Name: Cl A/C 70-72 Westbourne Terrace; Account Number: 53670546; Sort Code: 400231 within 7 days of the date of any Order. WBT also applied for the Manager pay the costs occasioned by this application.
37. On 2 June 2026, Lazarev Cleaver, Solicitors acting for Mr Cleaver, asked the Tribunal to dismiss this application. They suggested that the Tribunal’s Order had been clear in that the Manager was to transfer funds to WBT, and not to ITL.
38. On 3 June 2026, Judge Latham made an Order that the Manager, by 10 June 2026, transfer the balance of all service charge funds held by him, save for the sum of £50k which he may retain pending the determination of any outstanding disputes, to the ITL account. The Tribunal stated that it would determine WBT’s application for costs at the hearing on 8 July 2026. The Tribunal noted that WBT had been entitled to require Mr Cleaver to pay the sum to ITL, its appointed managing agent. These were service charge funds which the managing agents hold on trust for the leaseholders. The Tribunal was satisfied that Mr Cleaver’s refusal to pay over the sums to WBT’s managing agent had been manifestly unreasonable. At all material times, WBT has acted on the basis of legal advice. Had Mr Cleaver sought an

instruction from the Tribunal as to what to do, the Tribunal would have given him clear and unequivocal advice.

39. On 17 June 2026, Mr McElroy complained that ITL had not received funds from Mr Cleaver. His office had telephoned to confirm bank details and had a recording of the call. He concluded: “The concern is that Mr Cleaver (who has a vested interest in the legal firm used for these proceedings) will simply draw down aggressively, without sanction, from the funds of leaseholders which he seems reluctant to return”. It seems that the funds were transferred shortly after this email.
40. The Tribunal directed that by no later than 12 June 2026, WBT should send a short Statement of Case specifying the costs and the grounds for the application. WBT have failed to comply with this Direction. They are forgoing the opportunity to recover their costs of their application.

Determination in respect of Service Charge Funds Held by the Manager

41. The position at the date of the hearing was as follows:

(i) On 31 March 2026, the Management Order came to an end. The management of the Property passed to WBT who have appointed ITL to manage the Property.

(ii) Thereafter, the Management Order had been extended solely to enable the Manager to defend the Section 27A application brought by the eight leaseholders. Since the hearing on 18 December 2025, they had taken no steps to progress their claim. On 2 July 2026, Mr McElroy, their representative, informed the Tribunal that they no longer wished to proceed with this.

(iii) On 15 May 2026, the Manager had sent WBT and the leaseholders closing accounts for the term of his appointment. The Directions provided for WBT or any leaseholder to query these closing accounts. No queries have been raised.

(iv) The Manager currently holds service charge funds of £50,000.

(v) On 2 March 2026, the Directions had required the Manager to provide a brief written report on the progress and outcome of the Management Order up to 31 March 2026. The Directions specified that the report should (a) include an explanation as to how any service charges had been apportioned in respect of the communal boiler; and (b) particularise any costs which the Manager had charged or proposed to charge in respect of the proceedings before this tribunal. The Manager had not provided this report.

(vi) The Management Order had also required the Manager, within 28 days of the conclusion of the Order, to prepare and submit a brief written report for the Tribunal, on the progress and outcome of the management of the

property up to that date, to include final closing accounts. The Manager has not provided this report.

42. Mr Cleaver did not provide a satisfactory explanation for his failure to comply with the Direction for the closing report. He suggested that it was for the Tribunal to determine how the heating costs should be apportioned. No party has applied to the Tribunal for such a determination. Despite the Directions, he suggested that it was premature to provide the financial accounts.
43. The only substantive issue for the Tribunal to determine is how the outstanding service charge funds of £50,000 should be distributed. The Manager had attended the hearing with both Counsel and his in-house Solicitor. Despite this, the Manager was unable to address this outstanding issue. Mr Cleaver became truculent with the Tribunal when pressed as to why he had failed to comply with the Directions. It was necessary for the Tribunal to adjourn for a short period, after which Mr Cleaver apologised for his behaviour.
44. The Tribunal instructed Mr Cleaver to provide a statement of the additional costs that he was claiming arising after his appointment had ceased on 31 March 2026. These costs related to the ongoing Section 27 Application. Mr Cleaver provided this schedule during the lunch adjournment:
 - (i) The Schedule provided for additional legal costs of £11,405.40 and fees for Mr Cleaver of £9,630, a total of £21,035.40. These sums include VAT.
 - (ii) The schedule of legal costs totalled £17,663.40. However, a credit was given for £6,258 which had been included in the accounts for 1.4.25 to 31.3.26. £6,090.00 of this (Invoice 1588) related to Mr Cleaver's appointment as Manager.
 - (iii) A total of £9,480 was claimed for preparation and attendance at the hearing: (a) Counsel: £5,000 + VAT; (b) Solicitor: £1,400 + VAT; and (c) Mr Cleaver: £1,500 (+VAT). By 2 July, it had become apparent that the only outstanding issue to be determined was any additional fees due to the Manager. Mr Ward stated that he had received instructions prior to 2 July. However, the Tribunal is satisfied that he could have been stood down and a reduced fee agreed. The total costs claimed for this hearing are disproportionate and manifestly unreasonable.
 - (iv) A total of £2,475 is claimed for the mediation hearing on 15 June 2026, namely (a) Solicitor's fees: £1,575; and (b) Mr Cleaver: £750 + VAT. Mr McElroy did not attend, so the time at the tribunal would have been limited. The sums claimed are unreasonable.
 - (v) A total of £11,155 is claimed for responding to the Scott Schedule, preparing a Statement of Case and a witness Statement, namely: (a) Solicitor's Costs: £5,215; and Manager's Cost: £5,940. This is excessive.

(vi) Solicitor's cost of £525 relate to the Manger's failure to transfer funds to WBT as directed by the Tribunal (see [34] to [39] above). This is disallowed.

(vii) £1,004.50 are claimed by the Solicitor for a simple application to strike out the Applicant's case for failing to comply with Directions. This is excessive.

45. Mr Cleaver also provided a Bundle (of 291 pages) which included the financial papers which had been sent to the leaseholders. The Tribunal notes the Bundle includes two refunds relating to management charged in excess to those allowed by the Management Order: (i) £6,964.64 (dated 20.2.26 at p.288) and (ii) £2,164.30 (dated 31.3.26 at p.289). This latter figure does not appear in the 2025/26 accounts, so it is not entirely clear whether this has been refunded to the leaseholders.

46. The Bundle includes the accounts for the period 1.4.25 to 31.3.26 (p.190-198):

(i) The Manager claims £18,510 as additional charges for dealing with tribunal matters.

(ii) It is apparent that the Manager has charged 100% of the costs associated the Extension Application to the service charge account. However, the Tribunal notes that this was an application made jointly by Mr Cleaver, Mr Zafer (the leaseholder of the basement garage) and Mr Kilty (the leaseholder of Flat 7. These costs should have been apportioned between the three of them

(iii) Solicitor and Legal Costs of £57,036.20 are claimed. Lazarev Cleaver charge £21,154.80 for dealing with the arrears owed by Ms Feuchtwanger (see [5] above). Lazarev Cleaver charge £29,570.40 for the current applications.

47. The Tribunal has not been impressed by the conduct of either Mr Cleaver or Mr McElroy. It is apparent that there is considerable ill will between them. The 18 leaseholders at the Property have not been served well by either of them. They are both experienced property managers who regularly appear before this Tribunal. Neither have complied with the Tribunal's Directions. Neither has shown the professionalism that the Tribunal would expect of them.

48. The Management Order has not been a success. The communal supply of heating and hot water to the Property has not been resolved. The Tribunal is not in a position to judge whether the Property is now in a better condition than before the Management Order was made:

(i) Despite Mr McElroy's assertions about the deplorable state of the Property, no evidence has been adduced to support these.

(ii) Mr Cleaver failed to provide the required report on the progress and outcome of the Management Order.

49. The Tribunal hopes that the management of the Property is now in better hands. However, we note that Mr McElroy was a director of the RTM which managed the Property prior to the appointment of Mr Cleaver as Manager.
50. The substantive issue for the Tribunal to determine is how the sum of **£50,000** which is currently held by Mr Cleaver should be distributed. Mr Cleaver seeks to make a deduction of **£21,035.40** which he states that he has incurred since 1 April 2026. We reduce this by slightly more than 50% and allow **£10,000**, leaving a sum of **£40,000** for the Manager to pay over to WBT. We make this deduction for the following reasons:
- (i) The costs claimed are manifestly excessive for the reasons specified in [44] above;
 - (ii) We have also had regard to the substantial sums claimed by the Manager in the 2025/26 accounts (see [46] above);
 - (iii) The failure of the Manager to comply with the Tribunal's Directions. He is an officer of this Tribunal. Despite this, he failed to hand over the service charges as directed by the Tribunal. He further failed to provide the closing reports as directed (see [41(v)] and [41(vi)] above).
51. A further issue arises as to how WBT should apportion this sum between the 18 leaseholders. We estimate that the Manager has charged sums of some £18,000 in respect of the Section 27A application brought by the 8 tenants. We are satisfied that these costs should be the liability of these tenants. We therefore direct WBT to apportion the sum of **£40,000** between the 10 leaseholders who were not parties to the Section 27A application. The apportionments should be made according to their respective service charge contributions.
52. The Tribunal will serve this application on Mr Cleaver and Mr McElroy who represents the eight leaseholders who are party to the Section 27A application. The Tribunal directs ITL to serve this decision on the other leaseholders.

Judge Robert Latham
11 August 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

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

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).