



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

Case reference	:	LON/OOAH/LSC/2025/1260/
Property	:	Flat 4 Bravo House, 241 Whitehorse Lane, London, SE25 6UU
Applicant	:	Jared Van Den Aardweg
Representative	:	None
Respondent	:	MDB Properties
Representative	:	Gurbinder Boparai
Type of application	:	Determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal members	:	Mr R Waterhouse FRICS Ms C Barton MRICS
Venue	:	10 Alfred Place, London, WC1E 7LR
Date of hearing/ decision	:	14 September 2026

DECISION

Decisions of the Tribunal

- (1) The Applicant has not made a prima facie case for the challenge of the service charge, and the Tribunal does not interfere with the service charge demands for years 2017 to 2024 inclusive as challenged.

(2) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 and the Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

Background

1. The Applicant made an application dated 12 December 2025 [17/176] for determination under section 27A of the Landlord and Tenant Act 1985 as to whether certain service charges are payable. In particular, the charges for the service charge year 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024.
2. The Applicant seeks an order pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
3. Directions [23/176] were given on 10 April 2026 [sic 2027] by Judge Shepherd for disclosure by the Respondent of all relevant service charge accounts and estimates for the years in dispute, together with all demands for payment of service charges and details of any payments made by 8 May 2026. The Applicant to send their case to the Respondent by 12 June 2026, and the Respondent to send their case to the Applicant by 10 July 2026. The Applicant may send a brief reply to the Respondent by the 24 July 2026. The bundle to be supplied by the Applicant by 21 August 2026.

The Property

4. From the Application form the subject property leasehold Flat 4, is a two-bedroom flat in a converted house of 6 flats.

Preliminaries

Adjournment Request by Respondent

5. The Tribunal was attended by the Applicant Jared van Aardweg and the Respondent Mr Gubinder Boparai.
6. The Respondent by Form Order 1 requested an adjournment on medical grounds.
7. Judge Stewart determined;

“Judge Stewart has asked me to write to you following receipt of an application from the Respondent’s representative (although the Tribunal notes that he is listed as the Respondent in the original application) dated 7 September 2026. The application requests that the Tribunal postpone the

hearing for 6 weeks and provide revised directions, particularly relating to disclosure.

The reasons for requesting the adjournment in particular are on the grounds of a medical emergency on behalf of Mr Boparai who is named as the Respondent's representative which the application says prevented Mr Boparai being able to access files, prepare witness evidence or attend the hearing. The evidence for the emergency relates to Mr Boparai's hospitalisation and subsequent discharge on 25 May 2026.

The Tribunal directs that the application be refused. We are sorry for Mr Boparai and hope he has recovered well. However, his period of hospitalisation was in May. He has applied on 7 September for an adjournment to a hearing due on 14 September. Had Mr Boparai not been able to comply with directions and prepare his case, he should have told the Tribunal before now.

Tribunal resources are scarce. It is not in keeping with the overriding objective as set out in Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for this hearing not to go ahead. “

Late submission of evidence

8. The respondent emailed the tribunal at 2:50am of the morning of the tribunal with a bundle of papers. The Applicant was not copied in on this.
9. At the hearing the Respondent had brought two copies of the electronic bundle in paper form.
10. The Tribunal offered the Applicant the opportunity to accept the bundle or to object to its admittance. Given one of the major concerns of the applicant was lack of information, the Applicant accepted the admittance of the bundle.
11. The Tribunal adjourned for an hour for the applicant to familiarise himself with the papers.

Compliance with Directions

12. The Applicant wrote to the tribunal on 10 July 2026 stating that as of that date the Respondent had not complied [31/176] with Direction 4. Direction 4 states;

The Landlord's case

By 10th July 2026 the landlord shall send to the tenant by email

- The tenant's schedule, having completed the column for the landlord's comments with the landlord's responses to the issues raised by the tenant in relation to the disputed service charges items.
 - Copies of all relevant invoices relating to the matters disputed by the tenant in the schedule
 - All documents (including any colour photographs) upon which the landlords to rely.
 - A statement (if not already contained within the landlord's comments in the schedule) setting out
 - The relevant service charge provisions in the lease
 - Any legal submissions in support of the service charges claimed, including argument, if liability to pay is at issue.
 - Any signed witness statements of fact upon which the landlord relies.
13. This was followed up by another letter of 24 July 2026 confirming the position has not changed.
14. This was followed up by a further lettering stating the applicant was preparing a bundle that was due to be submitted by 21 August 2026 and that the respondent had not as at that date complied with the Direction 4.
15. The Applicant furnished the Tribunal with a Bundle of 176 pages.

Compliance with Directions

16. The Respondent stated that in or around 2021 the applicant requested inspection of receipts and invoices for the year 2019. The Applicant says that they requested a number of years and was required to travel some miles to an office to inspect them. The receipts and invoices available to the Applicant for inspection were stated by the Applicant as being only a partial record of 2019.
17. The Respondent said that no formal request under Landlord and Tenant Act 1985 section 21 or 22 had been made or was made.
18. The Respondent said subsequent to the meeting, the employee involved had left their service but taken the receipts and invoices for 2019.
19. The Respondent stated that following this there had been a burglary at their premises where subsequent yeas invoices had been stolen. This burglary was reported to the Police and a crime number issued.
20. The Respondent said they tended not to have digital records because they were a small family business but had done their best to draw what receipts they could for the hearing.

21. The tribunal has no powers to order or sanction non-compliance with Section 21 and 22. The Respondent has provided their account as to the non-availability of receipts and invoices.

The Law

22. The law is contained within the Landlord and Tenant Act 1985 with relevant authorities.
23. Section 18 of the Landlord and Tenant Act 1985 (“the Act”) defines the concepts 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 estimate costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with matters for which the service charge is payable.”

24. Section 19 gives this Tribunal the jurisdiction to determine the reasonableness of any service charge:

“(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.”

25. The Supreme Court has recently reviewed the approach that should be adopted by Tribunals in considering the reasonableness of service charges in *Williams v Aviva Investors Ground Rent GP Ltd* [2023] UKSC 6; [2023] 2 WLR 484. Lord Briggs JSC (at [14]) recognised that the making of a demand for payment of a service charge will have required the landlord (or manager in this case) first to have made a number of discretionary management decisions. These will include what works to carry out or services to perform, with whom to contract for their

provision and at what price, and how to apportion the aggregate costs among the tenants benefited by the works or services. To some extent the answers to those questions may be prescribed in the lease, for example by way of a covenant by the landlord to provide a list of specified services, or by a fixed apportionment regime. But even the most rigid and detailed contractual regime is likely to leave important decisions to the discretion of the landlord. A landlord is contractually obliged to act reasonably. This is subject to this Tribunal's jurisdiction under the 1985 Act to determine whether the landlord acted reasonably (see [33]).

26. The Tribunal highlights the following passage from the judgment of Martin Rodger KC, the Deputy President, in *Enterprise Home Developments LLP v Adam* [2020] UKUT 151 (LC) at [28]: "Much has changed since the Court of Appeal's decision in *Yorkbrook v Batten* but one important principle remains applicable, namely that it is for the party disputing the reasonableness of sums claimed to establish a *prima facie* case."

The Lease

27. The full lease is contained in the Bundle [35/176].

The Issues / discussion

28. The Tribunal takes guidance from the authorities contained in paragraphs 22 and 23 above. The Applicant must bring forward a *prima facie* case when challenging the service charge. The tribunal is conscious that without much of the documentation this is a challenging position. Nonetheless, without much of the documentation being available, the burden of proof remains with the Applicant.
29. If the Applicant produces a *prima facie* case, then the Respondent needs to prove the payability and reasonableness of their charges for that specific item.
30. Without a *prima facie* case the Respondent does not need to make a reply to the challenge.

Service charge year 2017 to 2014

31. The applicant challenges the following items on the basis of;

Cleaning cost; £485.00- 2017, £485-2018, £485.00- 2019, £486.00- 2020, £500.00 - 2021, £500-2022, £ 520-2023, £ 520-2024

32. The Applicant states in their application; "no invoices, receipts, contracts insurance schedules, management agreement, or other supporting

documents have been provided. The Applicant is unable to verify that the costs were actually incurred, reasonably incurred, or payable under the lease. The amount is therefore disputed in full unless and until properly substantiated”.

- 33. The specific challenge is that “no evidence of cleaning anywhere in communal areas.”
- 34. The tribunal finds this does not amount to a prima facie case and so the Respondent does not need to prove reasonableness or payability.
- 35. The Respondent however noted cleaning is carried out, if it wasn't then the building being built in 2017 would be absolutely filthy.

General repairs £75-2017, £266-2018, £435- 2019, £430-2020, £125 - 2021, £2673-2022 (bike shed and painting), £200-2023, £510- 2024.

- 36. The same reason as para 32.
- 37. The tribunal finds this does not amount to a prima facie case and so the Respondent does not need to prove reasonableness or payability.
- 38. The tribunal heard that the respondent by way of background said, they have responsibility for internal repairs and decoration, on occasions leaseholders have asked permission to paint the internal hall area and this has been granted. The respondent noted the sums are modest for a block of this size.

Fire Alarm & Smoke Vent System Maintenance £142--2017, £250-2018, £250-2019, £250-2020, £250-2021, £500-2022, £500-2023, £650-2024

- 39. Challenge as para 32.
- 40. The tribunal finds this does not amount to a prima facie case and so the Respondent does not need to prove reasonableness or payability.
- 41. The Respondent by way of background says the fire alarms are hard wired into the mains and there is an automatic smoke vent at the top of the stairs these require checking and maintaining for safety.

Waste Container Hire £162-2017, £162-2018, £162-2019, £162-2020, £162-2021, £162-2022, £175-2023, £175-2024

- 42. Challenge as para 32.

43. The Tribunal finds this does not amount to a prima facia case and so the Respondent does not need to prove reasonableness or payability.
44. By way of background the Respondent says these 600 litre bins are a requirement of the council and are required to be hired from them.

Drainage Works £ 1500 -2019

45. Challenge as para 32.
46. The Tribunal finds this does not amount to a prima facia case and so the Respondent does not need to prove reasonableness or payability.
47. The Respondent by way of background, explained that at some point after the completion of the building, the “foul” drain blocked and the contents started to flow into the street. It was discovered that the foul water had been incorrectly attached to the drain system. The work required included the use of temporary tankers to carry the sewage off site and reconnection. This cost was covered by the building warranty all bar a £1500 excess per flat.

Electricity; £392.00-2017, £385- 2018, £458 -2019, £406 -2020, £450-2021, £472-2022, £479- 2023, £ £451-2024

48. Challenge as para 32.
49. The Tribunal finds this does not amount to a prima facia case and so the Respondent does not need to prove reasonableness or payability.
50. The Respondent by way of background explained this charge comprised a standing charge, electricity for the lights and the current flowing through the light's sensor and alarms.

Management fees; £1720-2017, £1760-2018, £1800- 2019, £1850-2020, £2080- 2021, £1950- 2022, £2010-2023, £2070-2024.

51. Challenge as para 32.
52. The tribunal finds this does not amount to a prima facia case and so the Respondent does not need to prove reasonableness or payability.
53. By way of background the Respondent explained there were 6 flats in the block, this charge was for all the six collectively. The charge was for service of demands and coordination of work amongst other items.

Accountancy fees £550-2017, £550-2018, £600-2019, £600-2020, £600-2021, £650- 2022, £650-2023, £650-2024

- 54. Challenge as para 32.
- 55. The Tribunal finds this does not amount to a prima facia case and so the Respondent does not need to prove reasonableness or payability.
- 56. The Respondent explained that the nature of the accounting firm had changed during the years starting as a Ltd company then moving to an individual.

Building Insurance £2626-2017, £2770-2018, £2923 -2019, £3084 - 2020, £ 3253-2021, £3530-2022, £4236-2023, £4363- 2024

- 57. The challenge is as per paragraph 32.
- 58. The Tribunal finds this does not amount to a prima facia case and so the Respondent does not need to prove reasonableness or payability.
- 59. The Respondent noted that given the number of flats and their size the insurance was necessary and reasonable

Rent £1800 - 2019, £1800-2020, £1800- 2021, £1800-2022, £1800-2023, £1800-2024.

- 60. It is accepted the tribunal does not have jurisdiction on rent matters. By way of explanation the Respondent noted the rent charge appears in the service charge account and then leaves as an account record.

Other professional fees £420-2023, £210- 2024.

- 61. The challenge is as per paragraph 32.
- 62. The tribunal finds this does not amount to a prima facia case and so the Respondent does not need to prove reasonableness or payability.
- 63. The Respondent explained the first charge was for fire and asbestos, when no asbestos was found, the subsequent year charge related to fire risk only.

Application for section 20 and para 5A schedule 11

- 64. The applicant has not been successful on the grounds of challenge, and the Tribunal refuses an Order under these provisions.

Chair: R Waterhouse FRICS

Date: 14 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).