



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

Case Reference	:	HAV/43UD/LSC/2025/0830
Property	:	15 Princes Court, Markenfield Road, Guildford, GU1 4QR
Applicant	:	Anthony Dixon
Respondent	:	A2 Dominion South Limited
Type of Application	:	Determination of liability to pay and reasonableness of service charges Section 27A Landlord and Tenant Act 1985
Tribunal Members	:	Mr D Cotterell FRICS Ms C Barton MRICS
Date of Hearing	:	29 July 2026
Date of Decision	:	30 September 2026

DECISION

Decision of the Tribunal: Summary

1. **The Tribunal determines that the reasonable amounts, reasonably incurred and payable as service charge under the terms of the lease for 15 Princes Court, Markenfield Road, Guildford, GU1 4QR, for the service charge years in issue, are as follows:**

	2021/22	2022/23	2023/24	2024/25
Insurance	£75.00	£90.00	£105.00	£120.00
Management Fee	£ 50.00	£ 50.00	£ 50.00	£ 50.00
Water Hygiene	£0.00	£0.00	£0.00	-
Water Charges	£0.00	£0.00	£0.00	£0.00
Tree Surgery	-	-	£0.00	-
Communal Repairs	-	-	£0.00	£0.00
Lighting & Electricity	-	-	-	£0.00
TV Aerial / Satellite System	-	-	-	£0.00
Block Cleaning	-	-	-	£0.00
Fire Safety	-	-	-	£0.00

2. **The Tribunal makes an order under section 20C of the Landlord & Tenant Act 1985 and Paragraph 5A Schedule 11 Commonhold and Leasehold Reform Act 2002**
3. **The Tribunal's reasons are set out below.**

The Application

4. The application seeks determination of liability to pay and/or reasonableness of service charges under s.27A of the Landlord & Tenant Act 1985 in relation to Flat 15 Princes Court, Markenfield Road, Guildford, GU1 4QR (the Property) and in addition, orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold & Leasehold Reform Act 2002. At the hearing, the Applicant also asked for the reimbursement of his fees in making the Application.
5. The application was dated 25 November 2025. The Applicant challenges service charges levied in the service charge years (running to the 31 March in each year) for 2021/22, 2022/23, 2023/24, 2024/25, and 2025/26.
6. Directions were given on the 20 April 2026 and subsequently on 14 May 2026 following a case management and dispute resolution hearing which the Respondent did not attend.
7. The application was heard on the 29 July 2026 at Havant Justice Centre, Elmleigh Road, Havant. The parties provided, and the Tribunal read and considered, a main bundle of 197 pages. Page numbers to this bundle are mentioned in this Decision in square brackets “[]”.
8. The Applicant’s case was supported by (i) a statement of case, (ii) a Scott schedule (iii) exchanges with the Respondent relating to insurance (iv) notes following a meeting on 11 July 2023 where insurance was discussed with the Respondent (v) exchanges with the Respondent relating to repairs (vi) exchanges with the Respondent relating to block cleaning, (vii) exchanges with the Respondent relating to water (viii) copies of service charge summary proformas.

Background & Issues

9. In his application the Applicant describes the subject property, to which the block service charge applies, as a *“1-bed flat in an 18-flat lowrise block (built 2003) with no cladding. 3 entrances so the overall building is split into 3 ‘blocks’ of 6 flats 15 Princes Court is on the 2nd Floor (the top floor)”*. It is understood that the scheme surrounding the Princes Court block, and also owned by the Respondent, comprises the wider estate in relation to which the estate service charge is accounted. The majority of other flats in the Princes Court block are let by the Respondent, directly, on Assured or similar tenancies.
10. The Applicant challenges service charges for the years 2021/22 to 2025/26 under sections 19 and 27A of the Landlord and Tenant Act 1985. He asks the Tribunal to determine whether the charges are payable, whether the expenditure was reasonably incurred, whether services were provided to a reasonable standard, and whether the costs were fairly apportioned under the lease.

11. The subject Property is described in the application as a “1-bed flat in an 18-flat lowrise block (built 2003) with no cladding. 3 entrances so the overall building is split into 3 ‘blocks’ of 6 flats 15 Princes Court is on the 2nd Floor (the top floor)”
12. The Applicant says service charges were relatively stable until about 2020, citing a total charge of £434.91 for 2019/20, but thereafter increased substantially, with demands exceeding £2,500 in 2025/26 before revision. He states that he paid disputed sums under protest and repeatedly requested clarification and supporting documentation. Detailed invoices, accounts and expenditure records were, he says, not substantially provided until March 2026, after expiry of the statutory period referred to in section 22 of the 1985 Act, and he maintains that a number of items remain inadequately evidenced.
13. The Applicant also relies on the 2025/26 estimate. In August 2024 he placed his property on the market largely because of escalating service charges and management concerns. An offer was accepted and before exchange, the Respondent supplied a 2025/26 estimated service charge of £1,178.06, down from a previous estimate of £1,518.96. The Applicant says he relied upon the lower figure in withdrawing the property from sale. A subsequent demand of £2,524.95 was made which was more than twice that estimate and, following his challenge, was reduced to approximately £2,000. He relies upon these fluctuations as evidence of unreasonable behaviour on the Respondent’s part.
14. The first disputed item is buildings insurance. The Applicant challenges both the reasonableness of the premiums and their apportionment. He says the Respondent used a methodology that took insufficient account of the size, characteristics, claims history and risk profile of the subject 6-flat block relative to the Respondent’s insurance premium relating to the entirety of the properties it owns. He relies on independent quotations suggesting comparable insurance might have been available for £110 to £125, compared with the £589.99 charged in 2024/25. He further argues that charging 100% of the relevant insurance cost to him as the block’s sole leaseholder is not a fair or proper apportionment. He also points out that the Respondent has since altered its insurance charging methodology for 2025/26 as evidence that the earlier approach was misconceived.
15. The second issue concerns cleaning charges. The Applicant accepts that some cleaning occurred but disputes whether the expenditure was reasonably incurred, evidenced and apportioned. He relies particularly on the Respondent’s admission that cleaning ceased during 2023 because of contractor and administrative failures, and that the relevant Princes Court flats had been omitted from tender pricing documents and charging matrices. He says the invoices subsequently provided are generic, portfolio-wide invoices which do not adequately establish the actual costs attributable to the subject block.
16. Third, the Applicant disputes landlord water and water-hygiene charges imposed between 2021/22 and 2024/25. Having lived at the property for more than 20 years, he says he is unaware of significant communal water infrastructure. The

communal taps in bin-store areas allegedly have no tap heads and cannot supply water. He also contends that invoices appear to have been based on estimated rather than actual readings and notes that the water-hygiene charge was subsequently reduced to £0 in 2024/25.

17. Other matters are described in the Scott Schedule, including tree surgery, communal repairs, lighting & electricity, tv aerial / satellite system, block cleaning, and fire safety.
18. Overall the Applicant disputes the service charges on the basis of their reasonableness and evidence that they have actually been incurred under the terms of his lease, or at all. He additionally seeks a section 20C of the Landlord & Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act.
19. The Tribunal has received no documents, evidence or submissions from the Respondent.

The Lease

20. The bundle included a copy of the lease of the Property. It is dated 22 September 2014 and grants a term of 125 years from that date.
21. The Tenant covenants various matters described in clause 3, including at subclause 3.2(b) “*to pay the Service Charge in accordance with clause 7.2...*”
22. Clause 7.2 details the liability to pay the service charge and 7.3 explains its calculation relevant to a block service provision and an estate service provision; 7.4 provides for payment on estimate as well as adjustment referencing any reserve held.
23. Clause 7.5 identifies the elements of expenditure to be comprised in the service charge, that include in outline costs of and incidental to the performance of the Landlord's covenants contained in Clauses 5(2) and 5(3) and 5(4), costs of complying with notices and regulations, fees, and any taxes.
24. The specified estate service charge proportion for the Property is a 1/44 share and for the block, 1/18 share. While the lease provides for adjustment to the shares (clause 7.9), the Tribunal has not received any information regarding any amendment to these apportionments.

The Evidence

25. As mentioned, only the Applicant submitted written evidence and attended the hearing.
26. At the hearing, the Applicant expanded on his statement of case and explained his comments as they appear in the Scott Schedule, as well as answering questions put to him by the Tribunal.

The Legal Principles

27. The law requires that service charges must be reasonably incurred and are payable only where works are carried out to a reasonable standard. For that purpose, s.18 of the Landlord & Tenant Act 1985 defines the concept 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.”

As to the limitation of service charges and their reasonableness it goes on to say at section 19:

(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.

Submissions & Analysis

28. The Tribunal thanks the Applicant for his comprehensive and helpful submissions.
29. As a preliminary, the Tribunal points out that its jurisdiction arising from the application is limited to determining firstly whether the sums claimed in the service charge years 2021/2-2025/6 inclusive, are reasonable and reasonably incurred having regard to the terms of the lease and the limitations on such charges imposed by law – and secondly whether any order might be made under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act.
30. The Tribunal has considered this scope across all of the claims within its jurisdiction that are set out in the Application.
31. The elements of the Applicant's claim and submissions on those elements are as follows:

Insurance

32. Of primary concern to the Applicant is the insurance amount recharged to him as a proportion of the Respondent's portfolio insurance policy premium (in 2025 a premium of £1,734.20). In the absence of any further information from the Respondent apart from the information included in the bundle, notably in an email dated 29 June 2023 [109] in which the Respondent explains that they "*...charge a flat rate to all properties*" presumably indicating that there is no adjustment having regard to relative type, size, or configuration of the properties concerned.
33. The lease is silent on the appropriate measure of premium share from a portfolio-wide policy that should be allocated to subject property, but having regard to what might be reasonable for the purpose of section 19, the Tribunal's view (as an expert Tribunal) is that insurance premiums are normally estimated by reference to rebuilding cost which in turn reflects the individual attributes of the insured property.
34. In that respect, the flat rate approach does not appear, in the Tribunal's view, a reasonable approach to take. The Applicant has obtained insurance quotations for the property as an individual dwelling as a guide to a reasonable amount and has in each service charge year suggested amounts ranging from £75-£120 (latterly in 2024/25). In the Tribunal's opinion, these amounts represent a reasonable level of insurance cost that may be charged as service charge under the terms of the lease and for 2025/26 that amount should in the Tribunal's view be £135.00.

Management Fee

35. The Applicant understands that he pays a block management fee in each year as detailed in the Scott schedule undivided into the 1/18 share as required by his lease; the Respondent gives no explanation. The fee at £265 in 2021/22 escalating to £286 is in the Tribunal's opinion high having regard to the Property, its circumstances of that particular property, and the services delivered.
36. Applying its knowledge as an expert tribunal and having regard to all the information provided to it, the Tribunal determines that an appropriate management fee in each of the service charge years would be £50.00 per annum.

Water Hygiene

37. This service charge item appears in 2021/22, 2022/23, and 2023/24. The Applicant told the Tribunal that the charge relates to water hygiene and legionella testing as well as risk assessment. The Applicant is unaware of any communal water tank, central hot water system, or other communal water infrastructure serving the block. He points out that no block specific evidence has been provided showing that any testing or remedial works have been carried out at the property and also notes that in subsequent service charge years, the charges were reduced to zero.
38. In the absence of any other explanation for the charge, the Tribunal does not consider that the charges levied for this item are reasonable and therefore determines that they are not payable.

Water Charges

39. The Applicant disputes the reasonableness of the charge because the Respondent has provided him with only generic water invoices based on, in the main, estimated readings and with no block specific breakdown or adequate explanation of how the costs were apportioned. He mentions that communal taps on the estate have never had tap heads fitted, and appear unusable, (providing photographic evidence of the same [171]) and says that the respondent has not provided meter readings, consumption analysis or other evidence of usage attributable to his property.
40. In the absence of any explanation from the respondent, the Tribunal, on the balance of the evidence before it, finds that the water charges levied in the service charge for the Property are unreasonable and are therefore not payable.

Tree Surgery

41. The applicant submits that this was a newly introduced charge and disputes whether it was reasonably incurred because there is no block specific information explaining how estate-wide tree Surgery costs of £870 were incurred. Further, the applicant says that he was unaware that any significant tree works had been carried out at the property during the relevant period. The estate service charge share of 1/44 applied to £870, is £17.98; the charge in 2023/24 of £48.37 is unexplained on the information before the Tribunal.
42. In the absence of any explanation from the Respondent, as a Tribunal accepts the evidence of the Applicant that no work had been carried out. Accordingly, the tree Surgery charge in 2023/24 is unreasonable and therefore not payable.

Cleaning Costs.

43. The Applicant contended that the cleaning costs incurred in 2024/25 (£177.84) should not be payable. He points out that cleaning services which had been provided since the construction of the block in 2003 had ceased in December 2023 and without prior notice, while service charges for the cleaning continued to be levied. He explained that the Respondent had subsequently acknowledged difficulties with the cleaning contractor and that he had personally undertaken cleaning, to make up for the absence of the service. He further explains that a new separate cleaning charge has since been introduced following a consultation process but that the respondent has provided limited and inconsistent explanation for the charges.
44. In the absence of any explanation from the Respondent, the Tribunal accepts the Applicant's evidence and finds that no cleaning sufficient to merit a service charge was provided in 2024/25 and accordingly no service charge for that item in that year is payable.

Repairs

45. In 2023/24 the Applicant was charged an amount of £301.71 against the Respondent's report of a block expenditure of £1810.26. The proper block share of this amount would at a 1/18 share be £100.57. The Applicant reports however that the only communal repair issues during this period related to damage caused by a particular resident from whom, the applicant submitted, the cost should have been recovered directly and not recharged through the service charge.
46. In the absence of any explanation from the Respondent, the Tribunal accepts the Applicant's evidence and accordingly finds that no communal repair charge should have been made in 2023/24.

47. In 2024/25, the Applicant was charged an amount of £512.41 against the Respondent's report of a block expenditure of £3,074.44. The proper block share of this amount would at a 1/18 share be £170.80. The Applicant again reports that the only communal repair issues during this period related to damage caused by a visitor to the resident of Flat 14 from whom, the applicant again submitted, the cost should have been recovered directly and not recharged through the service charge.

48. In the absence of any explanation from the Respondent, the Tribunal accepts the Applicant's evidence and accordingly finds that no communal repair charge should have been made in 2024/25.

49. Lighting & Electricity

50. The applicant submits that this was a newly introduced estate charge in 2024/25 and is based largely on estimated readings, rather than actual ones. The total expenditure is given [188] at £1873.81 – a 1/44 share is £42.59.

51. In the absence of any explanation from the Respondent on this matter and how it came to be considered as a service charge when it had not been such previously, the Tribunal accepts the Applicant's evidence and arguments in relation to this charge and accordingly finds that no lighting and electricity charge should have been made in 2024/25.

TV Aerial / Satellite System

52. The applicant again submits that this was a newly introduced estate charge in 2024/25. The total expenditure is given [188] at £1026.28 – a 1/44 share is £23.32. The Applicant says that no new aerial installations have been provided.

53. In the absence of any explanation from the Respondent on this matter and how it came to be considered as a service charge when it had not been such previously, the Tribunal again accepts the Applicant's evidence and arguments in relation to this charge and accordingly finds that no TV Aerial / Satellite System charge should have been made in 2024/25.

Fire Safety

54. The Applicant submitted he accepts that fire safety costs are matters that can appear as a service charge but questions the charges made in 2024/25 amounting to £173.56 as a share of a block cost of £1135.00. A 1/44 share is £25.79. He added that the demand for this item is evidenced by the Respondent with high-level portfolio invoices totalling over £50,000 paid to various companies in relation to fire risk assessments – but with no proper specific detail or reference to the subject Property or explanation of the apportionment.

55. In the absence of any explanation from the Respondent on this matter and how it has been calculated as a service charge, the Tribunal again accepts the Applicant's evidence and arguments in relation to this charge and accordingly finds that no Fire Safety charge should have been made in 2024/25.

2025/26 Costs

56. The Applicant did not include the estimated service charges for 2025/2026 in the Scott schedule and no actual charges were presented to the Tribunal.
57. Therefore, the Tribunal does not give any Decision in relation to any costs raised as service charges in the 2025/26 service charge year ; accordingly, the Applicant may bring a further application in relation to those costs at a future date, should he wish to do so.

Decision

58. In consideration of the above and in relation to the specific items challenged in the application, the Tribunal determines that the amounts payable by the Applicant as service charge items in each case for the service charge years in issue are as follows:

	2021/22	2022/23	2023/24	2024/25
Insurance	£75.00	£90.00	£105.00	£120.00
Management Fee	£ 50.00	£ 50.00	£ 50.00	£ 50.00
Water Hygiene	£0.00	£0.00	£0.00	-
Water Charges	£0.00	£0.00	£0.00	£0.00
Tree Surgery	-	-	£0.00	-
Communal Repairs	-	-	£0.00	£0.00
Lighting & Electricity	-	-	-	£0.00
TV Aerial / Satellite System	-	-	-	£0.00
Block Cleaning	-	-	-	£0.00
Fire Safety	-	-	-	£0.00

Applications under section 20C of the Landlord & Tenant Act 1985 & Paragraph 5A, Schedule 11 to the Commonhold & Leasehold Reform Act 2002.

59. In the application form and at the hearing, the Applicant applied for an order under section 20C of the Landlord and Tenant Act 1985 Act. Such an order may restrict costs incurred by the landlord in these proceedings being levied in the service charge payable by the tenant (or any other leaseholder who signs up to the section 20C application). Additionally, an application was made under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. Such an application may reduce or extinguish the tenant's liability to pay an administration charge under the terms of their lease.
60. Having heard the Applicant's submissions and taking account of the Tribunal's view that the Applicant has succeeded on almost all his points of challenge, the Tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act and paragraph 5A schedule 11 of the Commonhold and Leasehold Reform Act 2002, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the Tribunal through the service charge or as an administration charge.

Reimbursement of Application Fee.

61. The Applicant also seeks reimbursement of his application fee under Rule 13(2) of the Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013 which provides as follows:
- 13(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.*
62. In the Tribunal's view and taking account of all the circumstances of the subject application, the Tribunal makes the decision that the Respondent shall reimburse the Applicant within 21 days of the date of this decision his application fee in the amount of £341.00.

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).
