



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

Case reference	:	LON/00AR/LSC/2026/0066 LON/00AR/LSC/2026/0347
Property	:	11B Cumberland Avenue, Hornchurch Essex RM12 6HU
Applicant in the FTT proceedings	:	Louise Ebhogiaye
Representative	:	In person
Respondent in FTT proceedings	:	Adleyheath Limited
Representative	:	Mr Harry Levi and Mr Amish Patel of JS Estates Limited agents for the Respondent
Type of application	:	For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal members	:	Judge Dutton and Ms C Barton MRICS
Venue	:	10 Alfred Place, London WC1E 7LR on 16 September 2026
Date of decision	:	1 October 2026

DECISION

Decisions of the tribunal

- (1) The tribunal makes the determinations as set out under the various headings in this Decision.
- (2) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the lessees through any service charge.
- (3) In so far as the County Court proceedings at Romford under claim number M1QZ4Q65 are concerned the parties agreed terms resulting in the claim and the counterclaim standing dismissed with no order for costs. An Order confirming this is annexed hereto for signature and return to the Tribunal. Accordingly, there are no further actions required of the Court and this decision is confined to the service charge issues before it in case reference LON/00AR/LSC/2026/0066 in which Ms Ebhogiaye is the Applicant.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by her in respect of the service charge years 2023 to 2025.
2. Proceedings were first started in the Civil National Business Centre by the Respondent, Adleyheath Limited and transferred the County Court at Romford under claim no. M1QZ4Q65. The claim was transferred to this tribunal, by order of Deputy District Judge Edwards on 15 December 2025, after a counterclaim had been filed by the Applicant.
3. The Applicant applied for a determination of the service charges for the years 2023 to 2025 on 20 March 2026. Directions were first issued by Judge Latham on 12 March 2026 when the Applicant was advised to issue the present application. Further directions were issued by Judge Korn on 21 April 2026, combining the two cases and providing for a hearing on 16 September 2026, when the matter came before us.

The hearing

4. The Applicant appeared in person, and the Respondent was represented by Mr Harry Levi and Mr Amish Patel of JS Estates Limited.
5. Before the hearing we had been provided with an unpaginated bundle of papers running to some 304 pages. The non-pagination did not assist us the navigation of the bundle. In addition, both parties had filed skeleton arguments, which largely advanced that which was to be found in their respective statements of case. We have carefully reviewed all that has

been said, relying on the parties to direct us to any specific document they sought to rely on.

6. Within the bundles there were witness statements from Mr Levi, with a supplemental addition, from Mr Charles Glausiusz of ASB Construction, who attended the hearing, from the Applicant and from Jaydene Wilson, a friend and co-occupier of the subject property. She also attended the hearing.
7. At the start of the hearing, we considered an application by the Applicant to allow the introduction of a report from Home Building and Surveying Company dated 3 September 2026. Permission to rely on this report was made under cover of an application in Order 1 dated 4 September 2026.
8. We considered the matter and concluded that we would not allow it for the following reasons, (a) it was very late in the day and the Respondent would have had little time to produce any report to rebut the contents (b) it was not an experts report and the writer did not attend the hearing to be questioned, (c) the contents went to issues which were not the subject of these proceedings, namely alleged lack of repair by the landlord. The counterclaim submitted by the Applicant in the County Court proceedings raised these issues but the sum she claimed largely equated to the amount being sought in those proceedings and was without explanation.
9. After discussions between the parties, it was agreed that to simplify matters and avoid the need for a referral back to the County Court for issues such as interest and costs, the Respondent's claim for £1,269.06, which included interest and the Applicants counterclaim in the sum of £1,367.81, would be dismissed with no order for costs. The matter therefore proceeded on the basis of the FTT application under case reference LON/00AR/LSC/2026/0066

The background

10. The property which is the subject of this application is a purpose built flat in a three-storey block of 6, all believed to be three bedroomed properties, the Applicant's is on the top floor.
11. Photographs of the building were provided in the hearing bundle. 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.
12. The Applicant holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

The issues

13. At the start of the hearing the parties identified the relevant issues for determination as follows:
 - (i) The payability and/or reasonableness of service charges for the years 2023, 2024 and 2025 in respect of gardening and building insurance.
 - (ii) For the year 2024, in addition, works of repair to the building under s20 procedures, the management costs associated with those works and management costs generally, although not specifically mentioned in the application to the tribunal
14. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

Major works

15. We were told that the proceedings in the County Court related to balancing adjustments, which in part included some of the costs for the major works. The Applicant told us she had paid 2/3rd of the costs demanded and the balance in the County Court claim was the remainder said to be outstanding.
16. There is something of a history to the major works which is detailed in the witness statements, the statements of case and the skeleton arguments. It does not seem necessary to recount the same here as they are well known to the parties. Essentially it appears that the Applicant acquired her flat at auction in 2023. It seems she did not inspect before buying and did not have a survey carried out. By January 2024 she noticed that the flat was suffering from what appeared to be water ingress, particularly to the front room. Investigations were undertaken and s20 procedures commenced on 27 March 2024 stated to be for “external repairs and decorations and associated works”. The Notice offered the recipient the opportunity to inspect the scope of works, which was not taken up by the Applicant.
17. On 21 May 2025 Notices of estimates were sent out to the leaseholders showing the lowest estimate to be from Mr Glausiusz of ASB Construction Group Limited at £10,953.50 plus VAT, which was the recommended estimate of the Respondent. The estimate showed total costs of £18,162.23 when a contingency was factored in, a 12.5% management fee and VAT. Observations were invited but the Applicant did not respond. It would seem from a reconciliation statement at page 69 (pdf) of the bundle that the final costs were £13,144.20 to ASB Construction Group Limited and management costs of £1,6432.02.

18. The scope of the works was set out in Mr Glausiusz 's witness statement at page 202 (pdf) of the bundle. It included repairs to the external fabric, making good defective pointing and surfaces and ensuring proper weather proofing around the bay window to the Applicant's flat and associated parts of the building. The works were undertaken in the summer of 2024. He subsequently agreed to attend the Applicant's flat to view some internal problems, which were not part of this remit. Nonetheless he agreed to undertake the removal of some internal plaster work, which it seems did resolve the issues in that part of the flat. The Applicant told us that the flat still suffered from dampness. It seems that further works will be required and are being investigated by Mr Levi.

The tribunal's decision and reasons

19. It was not possible to determine what of the outstanding £1,238.28, this being the amount Mr Patel said was due and owing, related to the major works and what was just a general shortfall of the balancing cost.
20. In so far as the major works were concerned, they were localised and appear to have been undertaken without the benefit of a surveyor's report for the Respondent. Perhaps something of 'knee jerk' reaction to the issues raised by the Applicant in early 2024. They appear to have cured the damp problem within the front room and the Applicant accepted that she would be responsible for repairing the interior, as the costs were likely to be less than the policy excess for the insurance. She told us that there were, however, still problems in other parts of her flat.
21. The Applicant not having queried the S20 procedure, not inspecting the scope of works and not offering an alternative quote, it made it difficult for the Tribunal to accept a realistic challenge to the costs being claimed for this work. We also remind ourselves that the Applicant pays 1/6th of the costs and it would seem that the Respondent owns three other flats in the block so will have to pick up the share of the costs.
22. That being said we do question the efficacy of the works, which were undertaken without the benefit of a surveyor's report. We accepted the written and oral evidence of Mr Glausiusz of ASB Construction Group Limited, who struck us as a truthful witness and who had endeavoured to assist the parties.
23. A review of the reserve fund would be sensible, but we find that the balance of the costs of the major works was reasonable and are payable. In effect therefore we find that the sum claimed by the Respondent in the County Court action said now to be £1,238.28 needs to be credited to her when we consider the other claims made by the Applicant in the claim before the Tribunal.

Gardening

24. The Applicant accepts that costs for gardening are payable but disputes the standard and the cost. It is said that for 2023 no invoices were produced, that for 2024 there are 12 charges of £360, which are not itemised and do not reflect the changes in the seasons. For 2025 it appears that there are costs totalling £3,100 for 7 attendances, with two invoices for £650. Again, there is no explanation of what tasks are carried out by the contractor who is Care Certificate Company Limited.
25. Certain alternative estimates have been advanced by the Applicant, but it would seem only one attended site. The estimates were obtained through "Checkatrade" web sites. A MM(FM) Services Limited from Enfield did attend and provided an estimate for "Grounds maintenance Estimate" for a 12-month contract for 2026/7 at a charge of £3,300 plus VAT of £660.
26. For the Respondent Mr Levi says that he has now agreed a seasonal schedule, further refined in 2026 but that periodic attendances are still required, as evidenced by the attendance to deal with an apparent fox problem. Mr Levi said he had approached other contractors for comparative quotes but the only company who attended, Zed Services, sought a higher figure. He said that he had attempted to contact the comparators suggested by the Applicant, but none appeared to be willing to inspect before giving an estimate.

The tribunal's decision and reasons

27. The tribunal determines that the amounts payable in respect of gardening are reasonable and payable. There is no compelling evidence that the sums being sought are unreasonable. The Applicant, despite making a number of enquiries could only get one company to visit and supply an estimate and that was little different from the existing cost. It is not always the case that the cheaper cost is one that the landlord must accept. It seems that the Respondent has had a reasonable trading relationship with the current gardeners and we were not made aware of any shortcomings in the work that they undertook.
28. The complaints by the Applicant about the formation of the company and the use of 'child labour', were not borne out by the evidence before us and are not relevant.

Property Insurance

29. There is no dispute that the Respondent has been wrongfully calculating the Applicant's contribution to the annual property insurance premium. The reference to the insurance value for the flat is irrelevant in so far as the Applicant's liability to contribute is concerned. The lease is clear that the Applicant pays 1/6th of the service charge liability and this applies to

the Insurance Premium as it does to all other service charges claimed under the lease.

30. Accordingly, the Respondent will need to revalue the contributions to ensure that the Applicant only pays 1/6th of the insurance premium for the building for the time she has been a leaseholder. The Applicant said she would accept a credit to her service charge account, rather than a refund. The parties should resolve this as we were not provided with clear evidence as to the premiums payable. In the skeleton argument Mr Levi talks of £121.02 credit for 2023/4, £102.92 for 2024/5 and £159.86 already accepted for 2025/6. These figures appear in the Applicant's skeleton argument at page 6 but are subject to final scrutiny. Hopefully the parties can resolve this matter between themselves.

Management fees both for the major works and generally

31. It is said by the Applicant that the 12.5% management charge for the Major Works whilst being mathematically correct does not set out what tasks were undertaken to justify this amount.
32. As to management charge generally this said to be too high when one looked at the historic insurance calculation, the gardening frequency and the general management of the building.
33. In response Mr Levi says that the management charge for 2023 was £900 , when the management fee for the major works is extrapolated it is £1000 in 2024 and for 2025 it has risen by £50.
34. As to the 12.5% management charge for the major works this included dealing with the S20 procedure, liaising with the contractor and dealing with any issues arising. It was pointed out that this charge appeared in the s20 Notices and was not challenged by any leaseholder, including the Applicant.

The tribunal's decision and reasons

35. The charge for administering the major works is not excessive. A 12.5% fee is, in our experience, not unusual. The fee was clearly set out in the S20 notices and was not challenged by the Applicant. She has not produced any evidence to substantiate a reduction and accordingly the sum is allowed
36. As to the general management charge, a fee of £167.50 per flat for the year 2025 for the management of the building is not, in our experience and finding excessive. We are impressed with Mr Levi's quick responses to the issues raised by the Applicant concerning her flat and the issues she raised concerning the gardening schedule. Accordingly, the general management charges are, we find reasonable and payable for the years

in dispute, which would appear to be 2024 and 2025 as they are not mentioned in the application nor in the Scott Schedule produced by the Applicant.

37. We heard from Ms. Wilson who has lived at the flat since September 2023. She had made a statement dated 7 June 2026, which appeared to replace an earlier one in February 2026. The statement referred to matters outside these proceedings such as an answer phone and cleaning to communal parts. We have noted all that was said and thank her for her attendance at the hearing.
38. In the application and in the directions, reference was made to applications relating to s20C of the Landlord and Tenant Act 1985 and to paragraph 5A of schedule 11 to the Commonhold and Leasehold Reform Act 2002. In addition, the power for us to reimburse the Tribunal fees was also raised. Both parties addressed these issues in their skeleton arguments, and we have noted what is said.
39. Having considered the submissions from the parties contained in the skeleton arguments and taking into account the determinations above, 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, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge. It is not thought in any event that the lease contains the power for the Respondent to pass on these costs. But in any event, we make an order under paragraph 5A of schedule 11 to the Commonhold and Leasehold Reform Act 2002 to extinguish the Applicant's liability, if any, to pay costs as an administration charge.
40. As to the fees, we bear in mind the consent order in respect of the County Court claim where there was no order for costs and find that it would be just and equitable to make similar provisions in this matter and therefore, we do not order the Respondent to repay the Applicant her tribunal fees.

Name: Judge Dutton

Date: 1 October 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).