



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

Case reference	:	LON/00AS/LSC/2026/0281
Property	:	George Court, 89 Grange Road, Hayes, Middlesex UB3 2RS
Applicants	:	Ross Michael Cooper and applicants named in the Schedule to the application
Representative	:	Mr Michael Cooper (leaseholder of Flat 29)
Respondent	:	Notting Hill Home Ownership Limited
Representative	:	Mr Tom Owen, Disputes & Consultation Manager
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 Tagliavini Ms MacLeod MCIEH
Venue	:	10 Alfred Place, London WC1E 7LR
Date of hearing Date of decision	:	1 September 2026 7 October 2026

DECISION

Decisions of the tribunal

- (1) The tribunal makes the decisions that are set out below.
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The application

1. This is an application made pursuant to s.27A of the Landlord and Tenant Act 1985 seeking a determination of the payability of service charges demanded for the service charge year ending 2023.

The background

2. The applicants are leaseholders of the Blocks which form part of a larger mixed-tenure Estate. The Estate comprises Buildings (also referred to as Blocks) A, B and C as well as outside common parts. The 22 flats in Block C are located across three separate cores and stairwells within the Building as defined in Schedule 9 of the Lease dated 11 November 2013. Limited information was provided in respect of the other Blocks/Buildings, but it was stated by the respondent and not challenged by the applicants, that the leases of the other applicants were granted around the same time and contain identical clauses as far as definitions of the common parts, Landlord's covenants, and the Service Charge provisions. The Particulars of the Lease require the Applicant's apportionment should be *a fair proportion of the Service Provision* with a similar definition of the *Estate Proportion*.
3. For the service year in question i.e. 01/04/2023 to 31/03/2024, the respondent applied apportionment rates of 3.57% (Block C) and 1.72287% (Estate).

The hearing

4. At the oral hearing, the tribunal was provided with a hearing bundle of 1490 digital pages in addition to skeleton arguments from both parties and a bundle of legal authorities. The applicants were represented by Mr Cooper (leaseholder of Flat 29 – Block C) and the respondent was represented by Mr Owen (Disputes and Consultation Manager).
5. The tribunal heard oral evidence from Mr Cooper who spoke to his witness statement dated 23/07/2026. The respondent relied on the oral evidence of Mr Bette who, with the tribunal's permission adopted the evidence of Brighth Perez dated 21/07/2026 and Eileen Wright dated 23/07/2026

Preliminary matters

6. The respondent made an application to substitute Mr Bette for its witness and former property manager Brigith Perez. No objection was made to the application by the applicants and therefore the tribunal permitted the substitution to be made.

The background

6. Block C George Court comprises 22 flats i.e. flats 24 – 45 inclusive. The 22 flats are located across three separate cores and stairwells within the Building as defined in Schedule 9 of the Lease dated 11 November 2013. The leases of the other applicants' were granted around the same time and contain identical clauses as far as definitions of the common parts, Landlord's covenants, and the Service Charge provisions. The Particulars of the Lease require the Applicant's apportionment should be *a fair proportion of the Service Provision* with a similar definition of the *Estate Proportion*.

The issues

7. The only accounting period in question in this application is the accounting year which ended 31 March 2024. In their Statement of Case the applicants challenged the payability of service charges on the grounds that charges had not been '*reasonably incurred*'; the manner of apportionment was either unfair or incorrect; the social housing tenants on the Estate used services but did not contribute to their costs and non-compliance with ss21 & 22 of the 1985 Act.

The Applicants' case

8. In their Statement of Case the applicants challenged the payability of service charges on the grounds that charges had not been '*reasonably incurred*'; the manner of apportionment was either unfair or incorrect and non-compliance with ss21 & 22 of the 1985 Act.
9. The majority of the applicants relied upon the assertion that:

Where a leaseholder puts a service charge in issue, the landlord must show that the cost was in fact incurred and that it is payable under the lease. A charge supported by no invoice, no receipt and no allocation is not made payable by the landlord's assertion that it is reasonable.

And:

...the applicant has produced no alternative quotations. That is not the test. The applicant is not required to produce a competing quotation in order to put reasonableness in issue; once he does so, the burden of establishing that the cost was incurred and was reasonable rests on the respondent. On insurance, cleaning, gardening and estate electricity the applicant's case is not that a cheaper price was available but that the respondent has produced no evidence that the cost was incurred at

all, to which the absence of a counter-quotation is irrelevant. The respondent elevates the absence of quotes to a legal requirement; it is not one. A leaseholder does not lose the protection of sections 19 and 27A by declining to obtain competing estimates.

10. The applicants also relied on *Notting Hill Home Ownership Ltd v Samoail and others* [2026] UKUT 235 (LC) as:

...persuasive authority, decided against this respondent, on affordable-housing facts closely comparable to these. The applicant recognises that his lease is not in identical terms to the leases in Samoail, and that the case turned on construction; the tribunal is invited to construe clause 7 of the applicant's lease in the same way, so that charges for services to parts of the building he cannot access are not payable.

11. At the hearing, the applicants asserted that:

Insurance – not payable under the lease
Cleaning – **conceded as reasonable and payable**
Gardening – **conceded as reasonable and payable**
Electricity – not proved by the respondent
DTD repairs – apportionment challenged
Gate Maintenance (Estate) – not reasonable incurred
Fire Safety (Block & Estate) – not payable under the lease
Door entry (Block C) - misallocated
Management fees – not reasonably incurred
Bulk waste (Estate) – subject to allocation
Estate electricity – not proved by the respondent
Out of period/£0 estimates/portfolio – not relevant/payable

12. In the applicant's Supplementary Reply the challenge to the gardening (Estate costs) and cleaning (Estate) were no longer pursued. These concessions were repeated at the hearing by Mr Cooper on behalf of the applicants.

The Respondent's case

13. In their responses to the applicants' Scott Schedule the respondents asserted the costs in issue had been reasonably incurred and were payable under the terms of the lease(s).

The lease(s)

14. The lease of Flat 29 provided the following definitions:

The Building

"Building" means the building on the estate of which the Premises form part and each and every part of the Building.

"Building Common Parts" means those parts of the Building to be used in common by any of the Leaseholder, other tenants and occupiers of the Building, the Landlord, and those properly authorised or permitted by them to do so, and "Building Common Parts" include (but without limitation) the entrance hall, corridors, lobbies, staircases, access ways, passages, bin stores, cycle store and other such amenities within the Building but excluding any such parts as may be within the Premises.

"Common Parts" means collectively the Building Common Parts and the Estate Common Parts.

"Estate" means the estate of which the Building forms part and shown edged blue on one of the Plans for identification purposes only and being the whole of the land registered under the title numbers set out in LR2 of the Prescribed Clauses.

"the Estate Provision" means the sum calculated in accordance with Clause 7.3 (How calculated). Clause 7.5 (Estate Provision) and Clause 7.6 (Adjustment to actual expenditure). means the estate of which the Building forms part and shown edged blue on one of the Plans for identification purposes only and being the whole of the land registered under the title numbers set out in LR2 of the Prescribed Clauses.

"the Estate Provision" means the sum calculated in accordance with Clause 7.3 (How calculated). Clause 7.5 (Estate Provision) and Clause 7.6 (Adjustment to actual expenditure).

"Service Charge" means the Specified Proportion of the Service Provision plus the Estate Proportion of the Estate Provision.

"Service Provision" means the sum calculated in accordance with 7.3 (How calculated), Clause 7.4 (Service Provision) and Clause 7.5 (Estate Provision) and Clause 7.6 (Adjustment to actual expenditure).

The tribunal's decisions

15. The tribunal determines that it is for the applicants to raise a 'prima facie' case as to why service charges are not reasonable or payable; *Schilling v Canary Riverside Development Ltd* LRX/26/2005 and that it is not sufficient to simply state:

Where a leaseholder puts a service charge in issue, the landlord must show that the cost was in fact incurred and that it is payable under the lease.

16. The applicant must show there is some reason, supported by some initial evidence, as to why a service charge is in issue before the respondent landlord is required to answer it. In this application the applicants ultimately conceded

at the hearing the majority of the service charges challenged were reasonable and payable under the terms of the lease.

17. Further, the tribunal finds the applicants are incorrect in their apparent assumption, that social housing occupants do not contribute to the service charges even though they benefit from the services. It is the respondent who pays towards these costs and the leaseholders are not disproportionately charged. The tribunal finds the respondent's method of calculating the service charges on a floorspace basis is one of the reasonable methods that are open to it in calculating a 'fair and reasonable proportion' as required by the lease(s).

Insurance

18. This was conceded by the applicants as being reasonable and payable. In any event the tribunal finds the manner in which the respondent places its insurance as part of a larger 'portfolio' is reasonable. In the absence of any 'like for like' quotation provided by the applicants, the tribunal finds the respondent is able to achieve 'economies of scale' and that the cost of the insurance is reasonable and payable by the applicants.

Electricity (Estate)

19. This was conceded by the applicants as being reasonable and payable under the terms of the lease(s).

Day to day repairs

20. The applicants conceded these costs were reasonable and payable notwithstanding the required consultation under s.20C of the Landlord and Tenant Act 1985 had not been carried out. In any event, the tribunal accepts that the works were required and urgent and finds the applicants did not seek to rely on any argument establishing they had been substantially prejudiced by this lack of consultation.

Gate Maintenance (Estate)

21. The tribunal finds that the multiple callouts to maintain/repair the electric gate serving the Estate were reasonably incurred and are payable by the applicants under the terms of the lease(s). The tribunal finds that these kinds of gates are frequently prone to maintenance issues, due in part to misuse by unknown third parties as well as requiring routine maintenance and incurring costs. The tribunal finds that even where the callout was instigated by the overgrowth of foliage, it was reasonably incurred in order to ensure the gates remained operational. It is neither so unusual or unexpected for foliage to grow rapidly so as to obstruct a gate/sensor even where routine gardening or maintenance is provided and the tribunal does not consider these costs have been unreasonably incurred.

Fire Safety (Block & Estate)

22. These costs were conceded by the applicants as being correctly apportioned as Building/Block costs and are reasonable and payable.

Door entry

23. These sums were conceded by the applicants as being reasonable and payable.

Management fees

24. The tribunal finds the annual fee of £300 per annum per unit is reasonable and payable by the applicants. The tribunal finds this sum is within the range of what is considered reasonable and that a reasonable level of service has been provided to the applicants. The tribunal finds the applicants seek a high level of services for which they are charged a modest cost. The tribunal considers it is likely, that were the level of services expected by the applicants to be provided it would result in an increase in management fees.

Bulky waste (Estate)

25. The tribunal finds these sums are reasonable and payable by the applicants under the terms of the lease(s). The tribunal finds it is common for bulky items to be left by other occupiers on the Estate but who cannot be identified for the disposal to be re-charged to them individually. The tribunal finds it is both necessary and reasonable for bulky waste items to be collected for disposal.
26. The applicants complained the respondent was not doing enough to prevent the leaving of bulky waste although provided no alternative.

Out of period/£0 estimates/portfolio

27. Not pursued by the applicants at the hearing.

S.20C Landlord and Tenant Act 1984/Schedule 11 para 5 Commonhold and Leasehold Reform Act 2002

28. In the application the applicants sought an order under the above provisions seeking an order that none of the respondent's costs be added to the leaseholders' service charge accounts or as administration charges. Mr Owen told the tribunal that he did not object to the making of such orders.
29. The tribunal makes an order under s.20C of the 1985 Act and Schedule 11 para.5A of the 2002 so that none of the respondent's costs can be added to the service charge accounts either as service charges or administration costs.

Name: Judge Tagliavini

Date: 7 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).

Schedule of applicants

Bithi Agnes Peris – Flat 41
Belkassem Habbal – Flat 18
Luthfya Mandviwala – Flat 37
Linda & Archbold Nyagwaya – Formerly of Flat 24
Dorota Solowiej-Baki – Flat 20
Nazleen Chandzakas – Flat 32
Sami Abu Farka – Flat 21
Nizam Salyani – Flat 33
Habtamu Hailu – Flat 16
John Slater – Flat 27
Hicham Housni – Flat 26
Charlotte & Colin Medlar – Flat 42
Sam Kothandaraman – Flat 34
Taofeek Shittu – Flat 36
Hooman Rostami – Flat 40