



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

Case reference : **LON/00AG/LSC/2026/0170**

Property : **Flat 5 105 Canfield Gardens London
NW6 5DY**

Applicant : **Mr Simon Berryman**

Representative : **In person**

Respondent : **Etonminster Property Management Ltd.**

Representative : **Ms Donna Nolan, Warmans 1859 Ltd.**

Type of application : **For the determination of the liability to
pay service charges under section 27A of
the Landlord and Tenant Act 1985 and
under Schedule 11 to the Leasehold and
Commonhold Reform Act 2002**

Tribunal members : **Mr O Dowty MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **2 September 2026**

DECISION

Decisions of the tribunal

- (1) I determine that the administration charge of £812.82 demanded of the applicant on 30 May 2023 is **NOT** payable by the Applicant.
- (2) The issue raised concerning the broken window is outside of this Tribunal's jurisdiction and I strike that part of this case out pursuant to Rule 9(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
- (3) I make partial orders under both Section 20C of the Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 such that the respondent may only pass, if permitted by the terms of the lease (regarding which I make no finding), a maximum of 25% of their costs in connection with these proceedings to the applicant either through the service charge or as an administration charge.
- (4) The respondent shall pay to the applicant £114 by 1 October 2026 in respect of the application fee in this matter.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to whether a charge of £812.82 demanded of him dated 30 May 2023 is reasonable and payable. The respondent has now clarified that charge was demanded as an administration charge.
2. In addition, the applicant sought a determination regarding the costs of repair of a broken window. The applicant averred that he had needed to repair a window at the subject property due to the landlord's failing to keep the property in good repair. The applicant tenant therefore applied to recover the costs of those repairs from the respondent landlord. In response, in brief, the respondent avers that the repairs were the applicant's responsibility.
3. The applicant also applied for orders under Section 20c of the 1985 Act, and under Schedule 11 to the 2002 Act; to limit the recovery of the respondent's costs either by way of a service charge or administration charge (respectively). In addition, the applicant seeks an order that the respondent refund his application fee in this matter of £114.

The background

4. This matter was set down for a paper determination in the week commencing Monday 17 August 2026 in the Tribunal's directions dated 27 March 2026. The applicant had indicated in their application form that they believed a paper determination was appropriate, and no objection has been received from the respondent.
5. The property which is the subject of this application is a 1 bed flat on the 2nd floor of a period conversion, comprised of six flats in total.
6. 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.
7. 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 Administration Charge of £812.82 demanded 30 May 2023

8. The disputed administration charge relates to the costs of an inspection of the loft space of the building. The applicant had carried out works in that area further to a licence to alter (the 'Licence to Alter') between the parties dated 22 October 2019. On 21 April 2021, the respondent's solicitor wrote to the applicant to provide what both parties refer to as 'sign-off' of the works carried out pursuant to that Licence to Alter.
9. Subsequently, a structure related to ducting (or at least part of such a structure – though this is immaterial to my decision and I will simply refer to it as 'the Disputed Structure' for simplicity) was discovered in the loft space which appeared to go beyond the works specified in the Licence to Alter. An inspection was carried out to investigate the Disputed Structure by a chartered surveyor, Mr Matthew Bassano MRICS (who had also inspected the works involved in the licence to alter previously before their being 'signed-off'), and it is the costs of that inspection which are sought by the respondent.
10. The applicant's case is a straightforward one. He had carried out works further to a Licence to Alter. The Disputed Structure was part of those works. The Licence to Alter had been 'signed-off', and he is not liable to pay anything in relation to the works involved now.
11. The respondent's case is that, in fact, the Disputed Structure is not provided for in the plans and specifications given to them by the applicant in relation to the Licence to Alter. They had needed to carry out

the inspection to assess whether they were beyond the scope of that Licence, and they are payable under Clause 7 of the Licence to Alter.

Discussion

12. The applicant has, I consider, raised a prima facie case that the administration charge is not payable by observing that it is raised in relation to a Licence to Alter for which final 'sign-off' had already been given by the respondent prior to the incurring of the associated costs which give rise to the claimed administration charge. As a consequence, the respondent must – at the very least – justify from where the obligation to pay that charge arises and explain the basis for its charging.
13. The respondent says that they rely upon Clause 7 of the Licence to Alter dated 22 October 2019, which provides that:

7 Landlord's Costs

7.1 The Tenant must pay to the Landlord on demand all reasonable costs, fees, charges, disbursements and expenses properly incurred by the Landlord including but not limited to the Landlord's Solicitors and Surveyor, and a sum equivalent to the VAT payable on them in so far as it is not recoverable by the Landlord in connection with this licence or the Alterations including (but without restricting the scope of the obligation) those arising from:

7.1.1 considering the application for this licence and preparing, negotiating and completing it;

7.1.2 considering and approving the Plans and Specifications and any other plans and specifications submitted to the Landlord and the supervision of the carrying out of the Alterations; and

7.1.3 obtaining the consent or approval of, or information from, any other person.

14. The respondent's factual case (which is disputed) is that the investigative works which give rise to the demanded administration charge were required due to the applicant constructing something beyond the scope of the plans and specifications provided and authorised – those authorised works ('the Alterations') having already been 'signed-off' by the respondent on 21 April 2021. The definition of 'the Alterations' spoken of in the Licence to Alter is provided at clause 1.1 of that licence, which provides that:

1.1 'the Alterations' means the alterations specified in the Schedule and shown on the Plans and Specifications

15. There are two possibilities here. Either the Disputed Structure was part of ‘the Alterations’ defined in the Licence to Alter, or it was not.
16. If, as the applicant avers, the Disputed Structure does form part of ‘the Alterations’ – then that is a matter which is already resolved. The respondent has ‘signed-off’, by a letter from their solicitors dated 21 April 2021, ‘the Alterations’ – following an inspection by a qualified surveyor acting for the respondent. Absent force, fraud or similar, it is too late to go back on that ‘sign-off’ now.
17. If the Disputed Structure is not part of ‘the Alterations’ as defined in the Licence to Alter, as is the respondent’s case, then Clause 7 of the Licence cannot apply to the costs of inspecting it directly – because Clause 7 relates to costs associated with ‘the Alterations’ as defined. That is, “the alterations specified in the Schedule and shown on the Plans and Specifications”.
18. I note that the respondent suggests that the investigative works were caused by a need to investigate **whether** the Disputed Structure was beyond the scope of the Licence to Alter rather than being caused by the Disputed Structure **actually** being beyond the scope of the Licence to Alter. That is a nuanced argument, but it is one that cannot succeed, because ‘the Alterations’ had already been ‘signed-off’ as carried out satisfactorily. There was therefore no need to inspect ‘the Alterations’ again and accordingly the costs of any such inspection would be wholly unreasonable. Indeed, the respondent’s own submissions are that the purpose of the inspection was not to “revisit matters already approved”.
19. The respondent, in their written submissions, says that “The sign-off letter did not amount to a certification that every aspect of the completed works accorded with the plans and specification previously submitted”. I agree with that statement, but what it does do is certify that the works which were the subject of the Licence to Alter (those in the plans and specifications - ‘the Alterations’) were carried out satisfactorily. Any suggestion otherwise would be to say that the letter of 21 April 2021 had no effect whatsoever.
20. None of the above is to say that the respondent may not have remedies available to them if the applicant has constructed something beyond the Licence to Alter; but raising an administration charge in this manner is not one.
21. For the reasons given above, I find that the administration charge of £812.82 dated 30 May 2023 is not payable by the applicant.

The costs of the broken window

22. The applicant leaseholder complains that they have conducted repairs caused by a failure of the respondent landlord to maintain the building in accordance with the terms of the lease. The applicant seeks recovery of the costs of those repairs.
23. This is not a service charge or administration charge issue, and instead appears to be a claim for compensation, jurisdiction over which rests with the County Court and not this Tribunal. This Tribunal's jurisdiction in this application extends simply to determining the reasonableness and payability of service and administration charges.
24. Accordingly, I am required to strike this part of the case out by Rule 9(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, as the Tribunal does not have jurisdiction in relation to it.

Application under s.20C and refund of fees

25. In the application form, the Applicant applied for an order under section 20C of the 1985 Act and an order under Paragraph 5a of Schedule 11 to the 2002 Act.
26. This case raised two substantive issues. The first, concerned the administration charge for the loft, which I have found is not payable by the applicant. In truth, as has been discussed above, the respondent's basis for that charge was without contractual foundation. I consider that it is just and equitable that the applicant is protected from all of the respondent's costs in relation to that part of this action
27. However, the second issue – the cracked window – is something of a reversal from the first. It is not a service charge nor administration charge issue and simply shouldn't have been issued at this Tribunal. I do not consider that it is just and equitable that the applicant is protected in relation to that part of this action.
28. In consideration of the determinations I have made and the wider circumstances of this case, noting that this is not and should not be a straight mathematical determination, I consider that it is just and equitable that I make partial orders under both Section 20C of the 1985 Act and Paragraph 5A of Schedule 11 to the 2002 Act such that the respondent may only pass, if permitted by the terms of the lease (regarding which I make no finding), a maximum of 25% of their costs in connection with these proceedings to the applicant either through the service charge or as an administration charge.
29. The applicant also applied for the repayment by the respondent of his application fee. It was clearly necessary for the applicant to make this

application in relation to the administration charge issue; and I consider it to be just and equitable that the applicant should be reimbursed.

30. I therefore order that the respondent pay £114 to the applicant by 1 October 2026, as reimbursement of the application fee in this matter.

Name: Mr O Dowty MRICS

Date: 2 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).