



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

**Case reference** : **LON/00AQ/LSC/2026/0003**

**Property** : **Flat A 58 Cunningham Park, Harrow,  
Middlesex, HA1 4QJ**

**Applicant** : **Gianfranco Bertaggia**

**Representative** : **In person**

**Respondent** : **Shuab Mirza**

**Representative** : **In person**

**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** : **Ms S Beckwith MRICS  
Ms M Bygrave MRICS**

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

**Date of decision** : **27 August 2026**

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**DECISION**

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### **Decisions of the tribunal**

- (1) The tribunal determines that the service charge of £90 per annum in respect of a management fee for the years 2011 to 2025 inclusive is not payable.
- (2) The tribunal determines that the £812.50 in respect of 2018 major external works is not payable.
- (3) The tribunal determines that the £240 in respect of 2023 scaffolding and damp works is not payable.
- (4) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 and paragraph 5a of schedule 11 of the Commonhold and Leasehold Reform Act 2002 so that none of the landlord's costs of the tribunal proceedings may be passed to the Applicant through any service charge or administration charge.
- (5) The tribunal determines that the Respondent shall pay the Applicant £341 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by 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 the Applicant in respect of the service charge years 2011 to 2025.
2. Directions were issued on 24 February 2026. On 30 March 2026 the Applicant applied for an order relating to alleged non-compliance by the Respondent with the direction below for disclosure. On 8 May 2026, Judge Foskett reviewed the file and found the Respondent sent the relevant disclosure material to the Applicant on 21 March 2026, i.e. before the deadline. Judge Foskett therefore dismissed the Applicant's application and issued amended directions with revised dates.

### **The hearing**

3. A hearing took place on 10 August 2026. Mr Bertaggia attended via the Tribunal's video conferencing system. Mr Mirza attended in person.
4. The Applicant had provided a bundle of 68 pages. On 6 August 2026, the tribunal wrote to the parties highlighting that the bundle was not in the format required by the Directions and did not include the application form, Applicant's lease and statement of case from the Respondent. On

7 August, the Applicant provided a revised bundle of 60 pages which included the application form and lease [AB].

5. On 7 August, the Respondent provided three folders of documents [RB]. Whilst not in the format required by the Directions, the tribunal accepted the documents in order to give both parties the opportunity to fairly present their case.
6. Numbers in square brackets throughout this decision relate to the relevant pages in the bundles.

### **The background**

7. The Property which is the subject of this application is a studio flat on the ground floor of a Victorian house, which has been converted into four flats. Two of the flats have been sold on long leases. The landlord retains the other two flats and lets these out on assured tenancies.
8. 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.
9. 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 lease**

10. The original lease of the Property is dated 27 February 2007 (“the Lease”) and made between Shuab Mirza and Philip Jason Jephcott [27-45]. During the hearing, both parties confirmed that the Lease had recently been extended. The term and ground rent had changed, but no other clauses were altered.
11. The First Schedule of the Lease defines the Property as:

*All THAT Flat know as Flat 58 Cunningham Park Harrow Middlesex on the Ground Floor of the building including the foundations floors and floor joists and beams up to and including the ceiling plaster and including the external walls at ground floor level and the inner half of the internal walls of the said flat diving the said Flat from any other Flat or Common Parts of the Building [...]*

12. Clause 5(1) states:

*All walls (not being main walls) separating the flat from the adjoining flats shall be deemed to be party walls and to be maintained and repaired at the joint expense of the lessee the owners or occupiers for the time being of the adjoining property thereby separated*

13. Clause 3(1) sets out the Lessor's covenant's as follows:

*[...] subject to payment by the Lessee of one quarter of the total cost which sum shall be paid as hereinbefore provided the Lessor will:-*

- (a) Keep in good repair and condition:*
  - (i) the inner half of the internal walls dividing the common parts from any flat in the Building*
  - (ii) the chimney stacks gutters and rainwater pipes*
  - (iii) the boundary walls gates fences and hedges the pathways shown edged blue and the dustbin area*
  - (iv) the existing and future gas and water pipes water tanks cisterns drains sewers electric wires and cables ducts conduits leads and meters*
  - (v) the entrance hall passages and stairways used or to be used in common by the occupier of the Demises Premises and the occupiers of the other said flats*
- (b) To paint the wood and metal parts of the said entrance hall passages and stairways when and as agreed by the Lessor with the Lessee and the lessees of the other said flats and failing agreement to paint all such parts in the same colour as they were last painted at least once every seven years calculated from the commencement of the said term*

14. The Second Schedule:

- 1. The costs charges and expenses incurred by the Lessor in carrying out its obligations under Clause 3 and Clause 4(3) hereof*
- 2. All rates taxes and outgoings (if any) payable of any part or parts of the Building used by the Lessee in common with the owners and the Lessees of the other flats in the Building*
- 3. The expense of management of the services provided by the Lessor for the general benefit of the tenants and occupiers of the Building and all other expenses reasonably incurred by the Lessor and its managing agents in or in connection with or relating to the Building of the Demises Premises*

## **The relevant law**

15. Section 19 of the 1985 Act it provides as follows:

*(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....”*

16. Section 27A of the 1985 Act gives this tribunal jurisdiction to determine the reasonableness and payability of service charges.

17. Section 20 of the 1985 Act requires a landlord to consult in respect of any “qualifying works” where the relevant contribution of any lessee will exceed £250. The consultation requirements applicable in the present case are contained in Part 2 of Schedule 4 to the Service Charge (Consultation Requirements) (England) Regulations 2003.

18. Section 21B(1) of the 1985 Act provides:

*A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.*

19. Section 47 of the Landlord and Tenant Act 1987 (“the 1987 Act”) provides that any written demand for service charges must include the name and address of the landlord. Section 48 provides that the Landlord must provide the Tenant with an address in England and Wales at which notices may be served on them.

## **The issues**

20. At the start of the hearing the parties identified the relevant issues for determination as follows:

- (i) Management/service charges of £90 per annum between 2011 and 2025.
- (ii) Major external works in 2018 of £812.50

(iii) Scaffolding and damp works in 2023 of £240

21. Within the Schedule of disputed charges [53-56], the Applicant indicated that they were seeking interest on the disputed sums. The tribunal confirmed that interest was not within its jurisdiction and it could not make a determination on this matter.
22. 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.

**Management Fees - £90 per annum (2011-2025)**

23. Mr Bertaggia confirmed that all demands for service charges have been made via e-mail. Mr Mirza has included a £90 fee per annum for managing the Property every year since 2011.
24. Mr Bertaggia found out during the recent lease extension process about the legal requirements for service charge demands. No invoices have ever been sent. The demands therefore do not follow the statutory requirements, including the information required by Sections 47 and 48 of the 1987 Act or the summary of tenant's rights and obligations required under the 1985 Act.
25. Mr Mirza outlined that the building is a house divided into four flats. It is his pension and he looks after the building himself. He has invested in its upkeep and undertaken some works that he hasn't sought to recover as a service charge.
26. Mr Mirza accepted that he "*hadn't followed the letter of the law*". It is a small property and the amounts involved are not huge sums of money. He therefore took an informal approach, which he submitted was mutually agreed with the tenants of the building. Throughout the hearing Mr Mirza relied on his intentions being honourable and his approach being friendly. He repeatedly referred to references provided by his tenants about their dealings with him as their landlord [RB1-A5].
27. Mr Mirza submitted that the lease was "old fashioned". He confirmed that it had been drawn up by his solicitors following conversion of the house into flats. He charges a nominal sum for the management fee. The work involved includes tidying up the front of the building, checking lightbulbs, engaging with the neighbours and cleaning the communal area.
28. Mr Bertaggia disputes that these services were provided. There is no evidence that they were.

### The tribunal's decision

29. The tribunal determines that the management fee of £90 per annum is not payable for the years 2011 to 2025.

### Reasons for the tribunal's decision

30. Both parties agree that no formal service charge demands have been served.
31. The tribunal finds that in the absence of a valid demand, the service charge is not payable.
32. The statutory requirements exist so that tenants are aware of their legal rights in respect of service charges. Without having been sent the summary of rights and obligations, the Applicant was not aware of their ability to question and challenge the service charges that the Respondent was requesting. The size of the building and nature of the relationship between the landlord and tenant is irrelevant to the statutory requirements. The Respondent, owning property and having granted long leases subject to service charges, should have ensured he was aware of and able to fulfil his obligations under the leases and statute.

### **2018 External Works - £812.50**

33. The charge for external works was made via email dated 16 December 2018 [46-47]. The total charged to Mr Bertaggia is £812.50, being one quarter of the total cost of £3,250. The cost is made up of the following:

|                                                       |        |
|-------------------------------------------------------|--------|
| Pressure clean roof and guttering                     | £250   |
| Renew roof apex                                       | £1,260 |
| Make good and replaster both front bay windows        | £500   |
| Repaint front facade                                  | £620   |
| Regroat paving and clean                              | £150   |
| Make good, replaster and repaint walls/floor to porch | £250   |
| Make good where needed right and left path            | £170   |
| Service/repair security light                         | £50    |

34. Mr Bertaggia confirmed that no consultation under Section 20 of the 1985 Act took place. Mr Bertaggia confirmed that he paid the amount requested, but had questioned the cost at the time via e-mail sent on 8 January 2019 [46]. This email states that Mr Bertaggia "*would have preferred to be consulted*".
35. Mr Mirza accepts that he did not comply with the consultation requirements. He engaged with the tenants in person at the house, via text and whatsapp.

36. Mr Mirza confirmed that he spoke to two or three contractors and chose the one he considered most cost-effective. The contractor was someone he had worked with before and trusted to do a good job. In requesting the money from the leaseholders, he offered for the payments to be split.
37. Mr Mirza did not have a copy of any quotations or an invoice from his contractor for the works. He was not able to outline how the costs were recoverable under the lease.
38. When questioned about the concerns raised by Mr Bertaggia about the cost, Mr Mirza confirmed that he didn't think the costs were unreasonable based on his knowledge of the contractor. The concerns were dealt with via informal communication, not formally.

#### The tribunal's decision

39. The tribunal determines that the cost of the 2018 external works is not payable.

#### Reasons for the tribunal's decision

40. Both parties agree that no formal demand has been made.
41. The tribunal finds that in the absence of a valid demand, the service charge is not payable.
42. The parties also agree that no consultation under Section 20 of the 1985 Act was undertaken. Without the proper notices being served, the Applicant was not aware of his rights to challenge the Respondent about the works being undertaken.
43. The tribunal also notes that some of the works that were undertaken do not appear to be recoverable under the Lease. Clause 3(1) does not mention the roof, façade or windows. The recoverability of the works under the lease is something that the tenant may have challenged, had he been served with the proper notices and explanatory notes.

#### **2023 External Works - £240.00**

44. The charge for external works was made via email dated 28 June 2024 [RB3-7]. The total charged to Mr Bertaggia is £240, being one quarter of the total cost of £960. The works relate to scaffolding to complete works to alleviate some damp ingress through an external chimney stack.
45. Mr Bertaggia submitted the cost is not payable because no formal demand with the required statutory information was served.

46. Mr Mirza outlined the approach to attempting to solve the issue of damp and mould in Mr Bertaggia's flat, including looking at the bathroom of the flat above, Mr Bertaggia applying mould paint and eventually a contractor advising on the chimney stack which was sealed [RB3-11].
47. No invoice for the works was provided. Mr Mirza confirmed that it was possible that other works to the building were being undertaken using the scaffolding at the same time as the works to the chimney.

#### The tribunal's decision

48. The tribunal determines that the cost of the 2023 external works is not payable.

#### Reasons for the tribunal's decision

49. Both parties agree that no formal demand has been made. The tribunal finds that in the absence of a valid demand, the service charge is not payable.
50. The tribunal notes that the Respondent did not provide any documentation to confirm the extent and cost of the works. No information is therefore available as to whether the works would be recoverable under the Lease or considered reasonably incurred.

#### **Application under s.20C and refund of fees**

51. In the application form and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act and paragraph 5A of schedule 11 of the Leasehold and Commonhold Reform Act 2002 and a refund of the fees that he had paid in respect of the application/ hearing<sup>1</sup>.
52. Mr Bertaggia submitted that the Mr Mirza relies on emotional appeals to explain his actions, but has ultimately failed to comply with the law. There is no legal justification for the demands and Mr Mirza refused to refund the payments made, which prompted Mr Bertaggia to instigate the tribunal proceedings.
53. Mr Mirza submitted that he is honourable in the way he does things, taking an old fashioned approach. Whilst he accepts he didn't follow the letter of the law, Mr Bertaggia had been happy with this approach for over ten years. He has an excellent relationship with his other tenants/leaseholders and had attempted to resolve the dispute informally and amicably.

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<sup>1</sup> The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

54. No argument was made as to whether the lease allows for the recovery of the landlord's costs, but to the extent it does, the tribunal determines that it will make an Order under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of schedule 11 of the Leasehold and Commonhold Reform Act 2002. The effect of the order is that the landlord cannot pass the cost of the proceedings on to the Applicant by service charge or administration charge. The tribunal also orders the Respondent to refund any fees paid by the Applicant within 28 days of the date of this decision.

### **Rule 13 costs**

55. The Applicant also made an application, in which they sought reimbursement of wasted costs pursuant to Rule 13 of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013 [58-59]. Rule 13(1)(b) provides that the tribunal may make an order in respect of costs if a person has acted unreasonably in bringing, defending or conducting proceedings.
56. The Applicant alleged the behaviour of the Respondent was unreasonable in their failure to provide statutory documentation and had led to significant time spent in preparation for the hearing.
57. The Upper Tribunal considered rule 13(1)(b) in *Willow Court Management Co (1985) Ltd v Alexander [2016] UKUT 0290 (LC)*. They quoted with approval the following definition from *Ridehalgh v Horsefield [1994] Ch 205* given by Sir Thomas Bingham MR at 232E-G:

*"Unreasonable" ... means what it has been understood to mean in this context for at least half a century. The expression aptly describes conduct which is vexatious, designed to harass the other side rather than advance the resolution of the case, and it makes no difference that the conduct is the product of excessive zeal and not improper motive. But conduct cannot be described as unreasonable simply because it leads in the event to an unsuccessful result or because other more cautious legal representatives would have acted differently. The acid test is whether the conduct permits of a reasonable explanation. If so, the course adopted may be regarded as optimistic and as reflecting on a practitioner's judgment, but it is not unreasonable.*

58. The behaviour in question is that of defending or conducting the tribunal proceedings. Both parties were litigants in person. The tribunal notes that neither party in this matter fully complied with the tribunal's directions, resulting in limited documentation that was not provided in the format required.

59. The tribunal finds that the behaviour of the Respondent in this matter was not unreasonable and therefore does not make a Rule 13 Costs Award.

**Name:** Ms S Beckwith MRICS

**Date:** 27 August 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).