



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

Case reference	:	LON/OOAS/LSC/2025/1200
Property	:	Flat 5, Legion House,854 Uxbridge Road, UB4 0RR
Applicant	:	Legion House (UK) Limited
Representative	:	None
Respondent	:	Grubax Suri Represented by Angus Gloag of counsel
Representative	:	None
Type of application	:	Transfer from County Court- Service and Administration Charges- Determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal members	:	Mr R Waterhouse FRICS Mr W Gibbs
Venue	:	10 Alfred Place, London, WC1E 7LR
Date of hearing/ decision	:	8 October 2026

DECISION

Decisions of the Tribunal

(1) The following service charges are payable:

Year ending 31 December 2024

Service Charges £1362.50

Insurance Charges £232.91

Administration Charges £783.00

**(2) No Order is made under Landlord and Tenant Act 1985
Section 20C, Commonhold and Leasehold Reform Act 2002
Paragraph 5A of Schedule 11.**

Background

1. The Claimant/Applicant issued proceedings in the County Court in March 2025 making a claim in the sum of £3603.50.
2. A Defence and Counterclaim was filed and includes the following points;
 - Some arrears may be due
 - No demands have been served
 - Arrears have been misallocated
3. On 21 October 2025, the County Court made an order transferring the case to the tribunal.
4. Directions were issued on 25 November 2025, varied on 2 April 2026, and varied again 22 April 2026 and 7 August 2026.
5. The Directions stated tribunal will only deal with the issue of reasonableness and payability of the Service Charges and Administration Charges. The tribunal will not deal with the Counterclaim.
6. The Applicant's Reply [279/512] paragraph 4, claimed in the County Court proceedings £3915.50, which included service charges of £1362.50, insurance charges of £232.91 and administration charges of £783.00, in respect of the service charge years 2024. Further the Applicant contended that no part of the subject of a judgement or of payment in previous proceedings.

The Hearing

7. The Applicant Legion House (UK) Ltd, was represented by Shaheed Jussab of counsel. Kristy Vandebroek Property Manager at Bawtrys Estate Management attended as a witness for the Applicant.
8. The Respondent; Gurbax Suri, was represented by Angus Gloag of counsel. Instructing solicitor Sonia Janday was present. The Respondent, Gurbax Suri was present additional her son Sundeep Suri also.

The Application

9. The Applicant's Reply [279/512] paragraph 4, claimed in the County Court proceedings £3915.50, which included service charges of £1362.50, insurance charges of £232.91 and administration charges of £783.00, in respect of the service charge years 2024. Further the Applicant contended that no part of the subject had been previously part of a judgement or of payment in previous proceedings.

Service Charge year ending 31 December 2024

Service Charges £1362.50

Service of Documents

10. The tribunal is solely concerned with the challenges set down within the Directions. Namely the service charge, insurance charge and administration charge stemming from the service charge year ending 31 December 2024.
11. The Applicant confirmed that the Lease and HM Land Registry records show the Respondent's address as 16 Station Road, London, W7 3JE. The Respondent confirmed this was her address during questioning.
12. The Applicant relied upon the service charge demand dated 4 January 2024, the insurance demand dated 23 May 2024, the reminder demand dated 29 August 2024, the final notice demand dated 24 September 2024, and pre-legal demand dated 5 November 2024.
13. The Applicant contends that an online portal called "Blockman" [280/512 para 6] for the management of leaseholder accounts is used for issuing demands. That all service charge demands, advance notices and reminders are uploaded to the Leaseholder's account within Blockman, and the Leaseholder receives an email notification advising that there

has been an update to their account, together with a link to log in and view the relevant documents.

14. During the questioning of the Applicant's witness Kristy Vandebroek, explained the managing agents Bawtrys Estate Management Limited, communication process with leaseholders of Legion House. The service charge process was explained sequentially as follows; (i) there is a Notice of a forthcoming service charge, this is delivered to the leaseholder by electronic notification within Blockman. (ii) The actual Demand is similarly delivered by electronic notification within Blockman. (iii) Where there is non-payment the leaseholder will receive a Polite Reminder delivered by electronic notification within Blockman. Should payment not be received, then (iv) a Further Reminder is sent, this is notified by electronic notification through Blockman. Also, the Further Reminder is sent by post to the contact address held by the managing agents. (v) The Final Reminder is similarly communicated notified electronically via Blockman and a hard copy is posted to the contact address held by the managing agents.
15. The Applicant's witness in questioning explained that in order to have electronic access to Blockman and hence be notified a leaseholder needs to register on it with their email. The email then acts to notify the leaseholder of updated material in Blockman for the respective leaseholders service charge account.
16. The Applicant's witness confirmed that the leaseholder Gurbax Suri had not registered on Blockman. The registered electronic contact was that of the Respondent's lettings agent called Sutherland Estates. The specific email being their general contact e mail that is info@sutherlandstates.co.uk.
17. The Applicant's witness confirmed that the postal address held within Blockman, was that of 16 Station Road, which is the address shown on the lease as that for the Respondent leaseholder.
18. The Applicant's witness then explained how the Further Remainder and Final Reminder were generated and posted by Bawtry's Finance Department.
19. The Applicant does not accept the Respondent's allegation that the sums claimed relate to another property. The allegation relating to a period of time before the service charge year which is the subject of the hearing.

20. Mr Angius counsel for the Respondent contended that the managing agents Bawtry had demonstrated poor management, this being highlighted by the statement in the amended Directions.
21. Mr Angius explained that, the Respondent believed they had experienced poor management, that there was confusion over how past service charges had been incurred this being complicated by the perception that service charges for the wrong property had been included.
22. Sundeep Suri, the son of the Applicant was called as a witness. He explained that he had dealt with the property for many years. He had appointed the letting agent, and he liaised with the letting agent.
23. Sundeep Suri explained that his mother had no electric notification on the Blockman. Further that no postal notifications or reminders had been received by his mother or himself.
24. When asked whether he or his mother had had general issues with post , there was no indication that this was the position.

Analysis and determination – service of documents

25. The tribunal is asked to consider whether correct Notice of Demand has been made by the Applicant. The tribunal emphasises that in accordance with the Directions the sole issue is that of the service charge for year ending 31 December 2024. It is clear to the tribunal that the relationship between the parties has broken down and that the Respondent considers the Applicant's recourse to litigation is premature. The Applicant similarly feels that this is their reasonable course of action. The tribunal is concerned only with the specifics of the service charge year ending 31 December 2024.
26. The tribunal finds the explanation by the Applicant of the process of notification through the Blockman to be that of a reasonable process.
27. The tribunal finds that managing agent's process contained in Blockman does not hold the electronic contact details of the Applicant. The tribunal finds that the Blockman system does contain the postal address of the Applicant. That the address was that also recorded in the lease of the subject property.
28. The tribunal finds that the address recorded in the lease of the subject property is the appropriate address for service of service charges.

29. The tribunal finds that the process of service through the post for the final two letter of the five generated is reasonable.
30. The tribunal finds that on balance that there was service by post of the further Notice and the final notice.
31. The tribunal finds that given there was no evidence of a disruption of post to 16 Station Road, then on balance the service by post of the Further Notice and the Final Notice, were served correctly.
32. The Applicant confirmed that each service charge demand was accompanied by a summary of the tenant's right and obligations under section 21B of the Landlord and Tenant Act 1985, and that each demand complied with section 47 and 48 of the Landlord and Tenant Act 1987.
33. There were no representations from the Respondent, that service of Notice was invalid by virtue of the lack of an accompanying statutory summary of tenant's rights and obligations.

Payability of service charge under the lease

34. The Applicant relies upon the Lease, the service charge demands, service charge accounts, budget documents, and account statements disclose in these proceedings. That the documents demonstrate expenditure incurred in connection with the management, maintenance and operation of the building, including cleaning, repairs, communal electricity, lift maintenance, waste collection, health and safety compliance, insurance and managing agent services. The Applicant contends that such expenditure falls within the service charge provisions as defined at Clause 1.1 of the Lease.
35. The service charge year finishes on 31 December of a year.
36. The apportionment is a "fair and reasonable proportion determined by the landlord of the service costs [305/512]
37. The Respondent confirmed they were not challenging the payability of the service charge.

Reasonableness of the service charge

38. The Applicant says the sums incurred are reasonable.

39. The Respondent confirmed that they were not challenging within the proceedings the reasonableness of individual service charges. The Respondent in the closing moments of the tribunal raised the issue of car parking. This was not a matter raised by the Respondent previously and so the Applicant had not prepared a response. The tribunal noted the Applicant's concern but without prior raising it was not a matter the tribunal could deliberate and make a determination on.

Analysis and Determination – service charge payability and reasonableness

40. In the absence of contentions amounting to a prima facie case by the Respondent, the Applicant does not need to prove reasonableness, the tribunal finds the service charge to be payable under the lease and reasonable in extent.

Insurance –payability and reasonableness

41. The Applicant contends that under the lease [286/512]. The landlord is required to arrange building insurance and recover the cost through the service charge.
42. The Respondent did not contest the payability nor reasonableness of the service charge.

Analysis and determination – insurance - payability and reasonableness

43. In the absence of contentions amounting to a prima facie case by the Respondent, the Applicant does not need to prove reasonableness, the tribunal finds the service charge in respect of insurance is payable under the lease and reasonable in extent.

Administration Charges

44. The Applicant contends that the administration charges are payable. That before legal proceedings were commenced, a series of demands, reminder notices and final notices were issued, and the debt recovery procedures were undertaken.
45. That the Applicant relies upon the account history, the statement of sums claimed and paragraph 7 of Schedule 4 of the Lease, which permits recovery of costs and expenses incurred by the Landlord in enforcing the tenant covenants.

46. The Applicant pointed the tribunal to the make-up of the administration charges. These are shown [61/512]. The specific sums that amount to £783.00 are:

Date	Event	Amount £	Total £
15 November 2024	PDC Instruction fee	432.00	
15 November 2024	Land Registry Fee	24.00	
2 January 2025	Transfer Deed	45.00	
2 January 2025	Referral Fee	120.00	
24 September 2024	Final Letter [179/512]	30.00	
28 November 2024	PDC Trace Fee	72.00	
5 November 2025	Client Admin Fees	60.00	
			783.00

47. The Respondent contested the charges. The witness Mr Sundeep Suri stated that the payments made previous to the subject service charge year amounting to some £17,000, more than offset the service charge and as a consequence the administration charges by implication were not reasonably incurred. Additionally, that there were monies were taken by the mortgage company in settlement of contested service charges claims.

Analysis and Determination – administration charges

48. The tribunal is presented with at [61/512] a schedule of costs. These are only partially evidenced in the Bundle in terms of the occasions they were incurred.
49. The tribunal must both be satisfied that the administration charge is payable under the lease and that the amount is reasonable.
50. The tribunal finds that the provisions at Schedule 4 Tenants Covenants Costs, in the enforcement of the Tenants Covenants [37/512], provides for the recovery of administration fees, incurred in the pursuant of arrears in the lease provide for the recovery of administration charges associated with the recovery of unpaid service charge.

51. The tribunal must, having found that the Applicant may recover an administration charge under the lease, now consider the issue of reasonableness.
52. The tribunal is without evidence of each of the stage that makes up the administration charge of £783.00. The tribunal has heard from the Applicant that the sum is made up from the sums shown in paragraph 54.
53. The tribunal looking at the nature and extent of the attempted recovery finds on balance that a sum of £783.00 was reasonable for the extent and nature of the work and so payable.

Landlord and Tenant Act 1985 Section 20C, Commonhold and Leasehold Reform Act 2002 Paragraph 5A of Schedule 11.

54. The Respondent makes a request for an Order under Section 20C and para 5A.
55. The Applicant opposes.
56. The tribunal determines that the Applicant has been successful in their grounds and that it is reasonable not to make an Order under Section 20C or Paragraph 5A.

Chair: R Waterhouse FRICS

Date: 8 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).