



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

Tribunal Case reference : **LON/00AE/LSC/2025/1290**

Property : **Flat B, 83 Glengall Road, London NW6 7ES**

Applicant : **Severine Felix**

Respondent : **Notting Hill Genesis**

Type of application : **Service charges**

Tribunal : **Judge Nicol**

Date of Decision : **11th September 2026**

DECISION

The Applicant is not liable for service charges under her tenancy agreement and so none of the service charges are payable.

Relevant legislation is set out in an appendix to this decision.

REASONS

1. The Applicant is the weekly assured tenant of the subject property, one of two flats in a converted house, and has brought an application under section 27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) to challenge service charges demanded by her landlord, the Respondent:

2020	Internal Electricity Supply	£1.38 per week
	Management Fees	£0.21 per week
2021	Communal Electricity	£1.40 per week
	Management Fee	£0.21 per week

2022	Fire Risk Assessment	£297
	Fire Servicing and Maintenance	£205.71
	Electricity	£85.71
	NHG Management Fee	£88.26
2023	SVC Electricity	£137.15
	SVC (AMT) Fire Servicing and Maintenance	£205.72
	SVC (AMT) Fire Risk Assessment	£339.43
	“Other charges Based on your estimated share of the estate costs, block costs and core charges our administration charge is”	£102.36
2024	SVC (AMT) Fire Risk Assessment	£339.43
	SVC (AMT) Fire Servicing and Maintenance	£220.12
	SVC Electricity	£278.72
	SVC Fire Safety Maintenance	£212.58
	Management fees	£157.63
	<i>Less refund on 24th September 2024</i>	<i>£343.50</i>
2025	SVC (AMT) Fire Servicing and Maintenance	£233.15
	SVC Electricity	£382.86
	Management fees	£92.41
	<i>Less refund on 24th September 2025</i>	<i>£33.08</i>
2026	Communal Electrical Testing & Servicing	£251.43
	Fire Risk Assessment	£285.72
	Fire Servicing and Maintenance	£365.72
	Electricity	£257.15
	Management fees	£174

2. The Tribunal issued directions on 21st April 2026 stating that the case would be determined on the papers. Neither party has requested a hearing and the Tribunal has accordingly proceeded to make a decision based on the 219-page bundle containing documents from both parties.
3. The Respondent noted that the directions referred to service charges being challenged only up to “2024-2024”. There is clearly a typo but, in any event, that is only indicative guidance. The issues in the case are defined in the parties’ respective statements of case, not the directions, and so this decision is applicable to all the above-listed sums.
4. The Applicant argues that she is not liable to pay any service charges at all under the terms of the tenancy agreement. The relevant terms are:
 1. It is agreed as follows:-
 - Payments for the Premises
 - (1) The weekly payments for the Premises at the date of this Agreement shall be -

£ p

Rent	50-00
Service Charge	-----
Total Weekly Charge Payable	<u>50-00</u>

Services

- (3) The Association agrees to provide the services set out in Appendix Two attached to this Agreement for which the tenant shall pay a service charge as set out in clause 1(1) above.

The method of apportioning the service charge between premises is set out in Appendix Two.

Changes in Service Charges

- (5a) The Association may review the service charge not more than twice in the first twelve months of the tenancy and thereafter it may review service charges not more than once a year. Any such review will be based on the expenditure incurred and the income receivable during the previous period, together with any reasonably known or anticipated costs.

Any surplus or deficit arising from such a calculation will be taken into account in assessing the service charge for the following period.

The Association may increase or decrease the service charge by giving the tenant at least 28 days notice in writing of the increase or the decrease. The notice may also specify the new rent in accordance with Clause 1(5) above, or be a separate notice.

APPENDIX 2 OF THE AGREEMENT Schedule of Services Provided (to be entered or attached below)

[BLANK]

The service charge has been apportioned between the premises in the scheme according to the following method:

(Delete as applicable)

- rateable value
- equal split
- other (please state)

5. The tenancy was granted by the Respondent's predecessor-in-title, Paddington Churches Housing Association Ltd, to the Applicant's predecessor-in-title, Ms Margaret Bernard, on 2nd October 1995. On 10th November 2014 the Respondent granted a licence to assign and the tenancy was duly assigned from Ms Bernard to the Applicant. The licence and the assignment both specified that the terms of the tenancy were unchanged – notably, no terms were added or clarified.
6. It is clear that the tenancy agreement was a standard set of terms and conditions, used across the landlord's tenanted properties. The sums

quoted in clause 1(1) above were handwritten. The address of the property, a description of it and the start date were all handwritten in on dotted lines on the page preceding that containing clause 1. The page for Appendix 2 was mostly blank, as quoted above, suitable for something to be written in between “(to be entered or attached below)” and the note on apportionment at the bottom of the page.

7. The Applicant’s tenancy is notable for 3 reasons:
 - (a) The space where the amount of the service charges is to be inserted just has a hand-drawn line. The Respondent alleged that this meant zero but that is clearly not correct. If the person completing the form had meant zero, they would have used “0”, as they did 3 times in stating the amount of the rent.
 - (b) Appendix Two is obviously intended to contain two things, the first of which is a list of the services for which the tenant will be charged. The tenancy contains no obligation to provide any services for which there may be charges and so the only way the tenant could know what the landlord would be obliged to do for payment would be by looking in Appendix Two. However, no services are listed.
 - (c) Appendix Two is also intended to specify the apportionment between the property and any other property in the same “scheme”. The standard provision at the foot of the page contains an instruction to the person filling out the form to “Delete as applicable”. However, it has been left untouched. (It is notable that, between 2020 and 2021 the Respondent, unilaterally and without explanation, increased the Applicant’s apportionment from 50% to 57.14286% and then, in 2023, again unilaterally and without explanation, simplified it to 57.14%.)
8. The conclusion the Tribunal draws from reading these provisions is that the tenancy was granted on the basis that no service charges would be payable.
9. The Respondent attempted a number of answers to this:
 - (a) They pointed to the decision of the Upper Tribunal in *Cardiff Community Housing Association Ltd v Kahar* [2016] UKUT 279 (LC). The tenancy agreement in that case had also left the list of services blank but the Upper Tribunal held that this was not enough for the tenant to make her argument that she was not liable for service charges. However, the blank list was just about the only point of commonality. At most, the case is authority for the proposition that an empty list is not conclusive by itself. Otherwise, the case is an example of a tribunal interpreting the specific tenancy in front of it in accordance with the principles in *Arnold v Britton* [2015] UKSC 36; [2015] 2 WLR 1593. The same exercise must be conducted in the current case but there is no inevitability that the Tribunal should reach the same conclusion as that in the *Kahar* case.
 - (b) The Respondent pointed out that the tenant would have seen on first entering the property that there were communal areas which would need

to be serviced, for example by a supply of electricity for lighting and other purposes. However, that would simply have indicated that services would be provided, not that the tenant would have to pay a variable service charge to cover the cost. The Tribunal is aware from its own specialist knowledge and experience that it was common, at least in the period when this tenancy was first granted, that tenants in this kind of small building with so few flats would not be asked to pay a service charge. Both this point and the parties' intentions at the commencement of the tenancy are evidenced in the fact that, for the first 25 years of this tenancy, no service charges were demanded – they were raised for the first time in 2020.

10. The Respondent alternatively argued that clause 1(5a) allowed them to increase the service charges annually. However, that is only if the tenancy permitted them to charge something in the first place. The Tribunal has already held that they could not.
11. Further and in any event, as already mentioned, there is a difference between the services provided and the charges for them. Even if there were a power to charge for services, the question remains as to which services. In leasehold cases, the lease is expected to set out the services the landlord must or can provide. It is axiomatic that, if a lease does not contain covenants which refer to or encompass a particular service, then the landlord may not charge for it.
12. In the *Kahar* case, the Upper Tribunal pointed to the fact that the tenancy set out a specific sum to be paid for service charges which indicated that it had been worked out from the costs of actual services being delivered, about which the tenant could find out by looking at other documents (see paragraph 20 of the judgment). In contrast, the tenancy in the current case specified no sum at all and there were no relevant documents to consult for the first 25 years of the tenancy.
13. On the Respondent's interpretation, they had the right to alter the tenancy fundamentally by adding or removing terms as to which services would be provided simply by notifying the tenant that they would be charging more or less in any particular year. No grounds have been put forward as to why or how the Respondent could have such a sweeping power. Clause 1(5a) clearly refers to the Respondent's power to review the expenditure incurred and the income receivable, not which services are to be provided.
14. The Respondent has another argument which does not affect the contractual interpretation above but, if successful, would prevent the Tribunal from holding that the charges being challenged are not payable. Under section 27A(4) of the 1985 Act, no application may be made to the Tribunal in respect of a matter which has been agreed or admitted by the tenant or which has been the subject of determination by a court. The Respondent had issued a claim for possession in the county court (claim no: M3PP8034) based on alleged arrears of both rent and service charges. On 1st December 2025 Deputy District Judge Lee ordered:

1. The claim is adjourned generally with liberty to restore and shall stand as struck out if no written request to restore is received by 4pm on 1st December 2026.

2. The Defendant shall pay until the adjourned hearing the current rent currently £202.05 per week (housing benefit being credited directly to the Landlord) or such sum as is due from time to time and £124.45 each month in reduction of arrears commencing 30th December 2025.

[Tribunal note: there is no paragraph 3 in the order]

4. Current rent arrears are agreed at £3,487.71.

5. The Defendant do pay the Claimant's fixed costs in the sum of £404.00 also adjourned.

15. The order contains no breakdown of the figures and so provides no indication of the extent to which service charges are included. It is notable that, although the service charges are not recoverable as rent under the tenancy agreement, the order only refers to "rent". The Respondent says that this omission may be cured by looking at the claim itself (not included in the Tribunal bundle) but there is another explanation for it.
16. The Applicant has challenged the service charges from when they were first introduced in 2020. She initially waited for a response through three changes of housing officer but eventually pursued the issue through the Respondent's complaints system and, when her complaint was rejected, to the Housing Ombudsman. The Ombudsman informed her she could take the matter to this Tribunal.
17. At the county court, the Applicant told the duty solicitor who represented her on the day that she wished to challenge the service charges (this is shown in the solicitor's letter sent to her after the hearing which summarised her instructions). She was given to understand that she should do this through the Tribunal and should not jeopardise an agreement in the county court by pursuing it there. Therefore, the issue was not raised with or considered by the court.
18. The Applicant agreed to the terms of the order so that the Respondent would not seek an outright possession order on the day. Her agreement to the terms was purely to that extent, without prejudice to her intention to challenge the service charges in the Tribunal. On the facts, the Tribunal is not satisfied that the words of the order constitute an agreement or admission that the service charges are payable.
19. Further, the order, by adjourning the matter generally, is specifically not a determination by the court as to what sums are owing, let alone how those sums are made up.
20. As to the charges themselves, it wasn't until 2022 that the Respondent appeared to be sure what they wanted to charge for. The figures from there on are, on their face, extraordinarily high for such a simple building but the Applicant limited her case to payability under the lease and did not

allege that the charges were unreasonable in amount. Therefore, the Tribunal cannot rule on whether, if they were payable, they were reasonable or not.

21. The Applicant sought an order under section 20C of the 1985 Act that the Respondent's costs of the Tribunal proceedings should not be added to the service charge. Given that it has been held that no service charges are payable, such an order is unnecessary. If such an order had been relevant, in the circumstances outlined above it would not be just or equitable for the Respondent to impose such charges.

Name: Judge Nicol

Date: 11th 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 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).

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -

- (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.