FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**BIR/31UE/LSC/2026/0023**
Subject Property	**:**	**10A Chapel Street, Barwell Leicestershire, LE9 8DD**
Applicant	**:**	**Robert Van Spelde**
Respondent	**:**	**First Homes 4 U Ltd (Colin Passant)**
Type of Application	**:**	**Section 27A Landlord and Tenant Act 1985** **Section 20C Landlord and Tenant Act 1985** **Paragraph 5A of Schedule 11 Commonhold and Leasehold Reform Act 2002**
Date of Hearing	**:**	**13 October 2026**
Tribunal Members	**:**	**Deputy District Judge Stephen Haythorne** **Christopher Birds JP FRICS**
Date of Decision	**:**	**21 October 2026**

DECISION

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Background

1. Robert Van Spelde (the Applicant) has made an application for determination pursuant to section 27A of the Landlord and Tenant Act 1985 (the 1985 Act) of liability to pay and reasonableness of service charges for the years 2024 – 2025, 2025 – 2026 and 2026 – 2027. The Applicant also seeks orders pursuant to Section 20C of the 1985 Act and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

2. On 28 April 2026, directions were issued by the Tribunal which listed a case management hearing on 10 June 2026 and ordered that each party was required to send to the Tribunal and to each other, a position statement, which should be no more that 2 sides of typed A4, along with disclosing relevant documents which the parties considered relevant.

3. On 16 June 2026 the Tribunal issued further directions requiring the Applicant to provide a Scott Schedule, in the form attached to the directions, dealing with each item with in the service charges and provided for the Respondent to respond to that.

The Application

4. The subject property is 10A Chapel Street, Barwell, Leicestershire, LE9 8DD (the Property)

5. The Applicant purchased the leasehold interest in the Property on 7 January 2026.

6. The Applicant says that he served notice on the Respondent of the change in ownership at 167 -169 Great Portland Street, London W1W 5PF on 13 January 2026, but the envelope was returned marked 'refused'. The Applicant says that he re-served the notice on 4 February 2026.

7. The Applicant says that during a text message exchange with the Respondent's representative, Jack Passant, on 16th – 17th February 2026 it was agreed that the Applicant would reserve the notice by email to info@firsthomes4u.co.uk.

8. On 19, 20, 24, and 25 February 2026 the Applicant served notice of change of ownership at 30 St. Catherines' Avenue, Market Bosworth, CV13 0LX, but there was no one at the premises to accept delivery.

9. On 7 March 2026 the Respondent emailed the Applicant a service charge pack for years 2024-2025, 2025 – 2026 and

2026 – 2027. The email stated that included within the email were:

- Service charge demands for the years 2024-2025, 2025 – 2026 and 2026 – 2027.
- Service charge budget schedules for each period
- Summary of tenant's rights and obligations in relation to service charges
- Ground rent notices
- A summary of outstanding service charge arrears
- Management and inspection statement relating to the building

10. The email also clarified that the Respondent's address for service pursuant to section 48 of the Landlord and Tenant Act 1987 is 167-169 Great Portland Street, London, W1W 5PF.

11. The Applicant says that the pack did not include a summary of rights and obligations for each service charge demand as required under section 21B Landlord and Tenant Act 1985 (the 1985 Act).

12. On 12 March 2026 the Applicant submitted this application to the Tribunal.

The Service charges

13. The Service charge demand for the period 28 February 2024 – 27 February 2025 is addressed to the former tenant. It consists of building costs in the sum of £14,400 with a cost per flat of £3600. It is broken down by a service charge budget as follows:

Weekly inspection visits:	£3900
Management administration:	£4800
Indent management:	£0
Communal cleaning:	£1560
Paths/external maintenance:	£1640
Minor repairs provision	£0
Emergency repairs provision	£0
Fire/safety inspections	£1200
General compliance checks	£1300

14. The Service charge demand for the period 28 February 2025 – 27 February 2026 is also addressed to the former tenant. It consists of building costs in the sum of £14,400 with a cost per flat of £3600. It is broken down by a service charge budget as follows:

Weekly inspection visits:	£3900
Management administration:	£4800
Indent management:	£0

Communal cleaning:	£1560
Paths/external maintenance:	£1640
Minor repairs provision	£0
Emergency repairs provision	£0
Fire/safety inspections	£1200
General compliance checks	£1300

15. The Service charge demand for the period 28 February 2026 – 27 February 2027 is addressed to the Applicant. It consists of building costs in the sum of £14,400 with a cost per flat of £3600. It is broken down by a service charge budget as follows:

Weekly inspection visits:	£3900
Management administration:	£4800
Indent management:	£0
Communal cleaning:	£1560
Paths/external maintenance:	£1640
Minor repairs provision	£0
Emergency repairs provision	£0
Fire/safety inspections	£1200
General compliance checks	£1300

The Tenancy

16. The parties have provided a lease dated 29 June 2007 between First Homes 4 U Limited (Company Registration No: 610825) of 30 St. Catherines Avenue, Market Bosworth, Nuneaton, Warwickshire (the Landlord) and Mr C. A. Passant of 30 St. Catherines Avenue, Market Bosworth, Nuneaton, Warwickshire (the Tenant) in respect of 10a Chapel Street, Barwell, Leicestershire (the Lease).

17. The relevant clauses of the Lease are:

'Clause 1.1 WHENEVER there is more than one tenant, all their obligations can be enforced against all of the tenants jointly and against each other individually'.

Clause 1.6 NO obligation to repair extends to rectifying any damage caused by any insured risk (defined below) unless or to the extent that, because of anything done or not done by the person obliged to repair, the insurers do not pay under the policy.

Clause 2.1 THE Landlord lets the property described below (the property) to the Tenants.....on the Tenants agreeing to pay rent in accordance with the 1st Schedule (basic rent) and as further rent (insurance rent) the sums the landlord spends each year during the lease period to insure the property as required by this lease.

Clause 2.2 THE Landlord's agent is to decide what part of the premium paid to insure the building is attributable to the property.

Clause 3. THE Tenant agrees with the Landlord:

Clause 3.2 TO pay the insurance rent on the next quarter day after being notified of the amount of it.

Clause 3.3 TO pay the Landlord on demand one half of the amount spent in carrying the obligations in this lease to provide services.

Clause 3.8 TO allow the Landlord, on giving at least seven day's notice, to enter the property to inspect the state of it.

Clause 3.27 WITHIN one month of every change of ownership of this lease, or of every subletting, to give notice of it to the Landlord or the Landlord's solicitors and to pay a registration fee of fifty pounds plus VAT. At the same time, produce for inspection a copy of any documents transferring the ownership or a counterpart of the sublease.

Clause 4. THE Landlord agrees with the Tenants:

Clause 4.5 TO provide the services listed in the 3rd Schedule for all the occupiers of the building, and in doing so:

(i) The Landlord may engage the services of whatever employees, agents, contractors, consultants and advisers the Landlord considers necessary
(ii) The Landlord shall not be liable for any failure or delay caused by industrial disputes, shortages of supplies, inclement weather and other causes beyond the control of the Landlord

Clause 5 THE parties agree:

Clause 5.4 THE rules as to the service of notices in section 196 of the Law of Property Act 1925 apply to any notice given under this lease.

Clause 5.5 THE Landlord's address for service of notices, including notices in proceedings, is the address given above for the Landlord, until the Tenants are notified of a different address in England and Wales

3rd SCHEDULE
Services to be provided

1. Repairing the roof, foundations and common parts of the building
2. Decorating the outside of the building every three years
3. Repairing and maintaining those sewers, drains, pipes, wires and cables in the building and its grounds which serve both the property and other parts of the building

The Law

18. The Tribunal's jurisdiction in this case derives from sections 18 to 30 of the 1985 Act which contains statutory provisions relating to recovery of variable service charges in residential leases. Normally, payment of these charges is governed by the terms of the lease – i.e. the contract that has been entered into by the parties. The 1985 Act contains additional measures which generally give tenants additional protection in this specific landlord/tenant relationship.

19. Under Section 27A of the 1985 Act, the Tribunal has jurisdiction to decide whether a service charge is or would be payable and if it is or would be, the Tribunal may also decide:-

    - The person by whom it is or would be payable
    - The person to whom it is or would be payable
    - The amount, which is or would be payable
    - The date at or by which it is or would be payable; and
    - The manner in which it is or would be payable

20. Section 19(1) of the 1985 Act provides that:
    "Relevant costs shall be taken into account in determining the amount of the 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 and the carrying out of works, only if the services or works are of a reasonable standard:
    and the amount payable shall be limited accordingly."

21. Section 19(2) of the1985 Act provides that:
    "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."

22. Section 20 of the 1985 Act provides that:

> 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 leasehold valuation tribunal or the First-tier 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 the county court;
>
> (aa)in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
>
> (b)in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;
>
> (ba)in the case of proceedings before the First-tier Tribunal, to the 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 the 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.

23. Section 20B of the 1985 Act states that:

> (1)If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
>
> (2)Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in

question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

24. Section 21B of the 1985 Act states that:

    (1)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.

    (2)The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

    (3)A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

    (4)Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

    (5)Regulations under subsection (2) may make different provision for different purposes.

    (6)Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament

25. The Service Charges (Summary of Rights and Obligations, and Transitional Provisions) (England) Regulations 2007 set out, at Regulation 3, the form and content of summary of rights and obligations.

The Applicant's case

26. The Applicant's position is that the Respondent has failed to identify specific clauses under the Lease which establish its right to recover the specific items claimed.

27. In terms of the weekly inspection visits, the Applicant says that there is no provision within the Lease which requires this. The Applicant says that if it is the Respondent's case that these visits are ancillary to repair and maintenance, the Respondent must prove the particular obligation it is ancillary to, the nature of the inspection, the purpose of such inspection, the outcome and the cost.

28. The Applicant questions whether any inspections have taken place, other than as observed by the Applicant. The Applicant says that there is significant hedge and shrub growth, which rests on the flat roof, bathroom extension, guttering, fascias and upper brickwork and which has been growing for some time and should have been picked up had inspections actually taken place. The Applicant exhibits photographs of the overgrown hedge.

29. The Applicant accepts, in the attendance log provided by the Applicant, that Jack Passant, who is the director of Resido Properties limited, has attended on the following dates:

    6 and 15 February 2026
    29 March 2026
    1, 12, 17, 26 April 2026
    3, 22, 29 May 2026
    19 and 27 June 2026

30. The Applicant, who also has viewed his CCTV footage, has not seen any inspections between 29 May 2026 and Mid-June 2026 nor witnessed any inspection since the last inspection on 1 September 2026. The Applicant says that any inspection was very limited in nature and lasted minutes at best.

31. With regard to management and administration, the Applicant makes similar points as with regard to inspections. The Applicant says that there is no itemised breakdown of the tasks performed, time spent and costs incurred.

32. With regard to communal cleaning, the Applicant says that there is no internal communal area used by or accessible by the Property. The Applicant states that the Respondent has not identified any areas that this relates or provided any breakdown of tasks performed, time spent or costs.

33. With regard to paths and external maintenance, the Applicant says that the Respondent has not identified the path or external structure.

34. With regard to fire safety inspections, the Applicant again makes the point that there is no specific obligation under the Lease, not is there any inspection report, risk assessment, date undertaken or cost.

35. In relation to general compliance checks, again the Applicant does not consider that this is required under the Lease and once again refers to a lack of reports, dates and costs breakdown.

36. The Applicant also states that the Lease does not provide for a mechanism by which the amount of charges can be properly apportioned and questions how the Respondent says that the Applicant is responsible for one quarter of the charges.

37. The Applicant states that the service charge demands did not each include a summary of rights pursuant to section 21B of the 1985 Act. The Applicant says that the email from the Respondent to the Applicant on 7 March 2026 and which contained the service charge pack, included 3 service charge demands, but only one summary of rights and obligations and therefore that no service charge is payable.

38. The Applicant submits that the Respondent has not provided evidence that it served a notification of the costs incurred within 18 months of incurring such costs, pursuant to section 20B of the 1985 Act.

The Respondent's case

39. The Respondent's position is that the service charges are payable under the Lease and represent costs reasonably incurred in the management, monitoring, inspection, maintenance and preservation of the building and communal areas.

40. The Respondent's case is the Lease does not have to specifically mention every item of work to be carried out, but provides for the type of services to be provided. The Respondent's case is that each service will involve inspections, administration and compliance checks as part of the Respondent's provision of that service.

41. The Respondent says that the arrangement it had with its contractor initially operated on an informal basis.

42. The Respondent says that the company originally contracted with, Resideo Limited, was dissolved in or around October 2025 due to an administrative error. The Respondent says that Resideo Limited could not resurrect the company and Resideo Properties Limited was set up as a new company.

43. In 2026 the arrangement was formalised into a written service agreement to clearly document the scope of services, inspection regime and payment arrangements.

44. The Respondent exhibits invoices which the Respondent terms to be representative invoices.

45. The Respondent says that following Law of Property receivership arrangements in 2023 and 2024, service charge

payments ceased and arrears accrued. The Respondent says that it continued to arrange inspections, management oversight and monitoring of the building.

46. The Respondent exhibits a service agreement dated 9 March 2026 with Resideo Properties Limited (the Contractor), which requires the Contractor to provide:

    - Weekly site inspections
    - Cleaning on common or freehold areas where reasonably required
    - Monitoring of property condition and safety issues
    - Minor general maintenance of freehold areas
    - Identification and reporting of maintenance issues requiring further work
    - Use of inspection and reporting software where appropriate

47. The fee payable is £200 per calendar month per residential unit within each freehold building. The fee includes the above agreed services as well as travel and administrative time.

48. The agreement makes clear that the Contractor is connected to the directors or shareholders of the Respondent, but states that the Contractor was appointed on a commercial basis. The agreement is signed by Colin Passant on behalf of the Respondent and Jack Passant on behalf of the Contractor

49. There are inspection reports exhibited for 20 March 2026, 3 April 2026 and 12 April 2026.

50. The Respondent exhibits a statement of account showing payments of £200 per month due to Reideo Ltd between 31 May 2024 – 31 October 2025, a payment due of £200 to 'Trading as Reideo' in November 2025 and thereafter payments of £200 per month to Resideo Properties Limited.

51. The Respondent exhibits invoices from Resideo Ltd, with invoices dates from 1 May 2024 to 1 October 2025, an invoice for 'Trading as Resideo' for 1 November 2025 and invoices for Resideo Properties Ltd from 1 December 2025 to 1 June 2026.

52. The Respondent says that it obtained comparative pricing from an independent contractor who the Respondent says confirmed a monthly cost of around £800 for the building. No evidence is provided of any quotation from another contractor.

53. The Respondent says that weekly inspection visits are required to monitor the condition of the building, identify maintenance requirements and monitor deterioration and are necessary to

discharge its obligations under the Lease. The Respondent says that inspections are ordinary and necessary elements of property management.

54. In respect of management and administration, the Respondent says that administration is a necessary element of property management and includes maintaining records, supervising works, obtaining quotations and ensuring statutory obligations are complied with. The Respondent stated that the amount of costs had increased due to having to deal with issues raised by the Applicant. The Respondent noted that various obligations within the Lease required an element of management and administration on the Respondent's part and that involved the Respondent incurring costs.

55. In respect of communal cleaning, the Respondent says that on a proper construction of the Lease there are communal areas.

56. With regard to paths and external maintenance, the Respondent says that there are external areas that fall within its responsibilities under the Lease. The Respondent says that evidence regarding inspections, management and maintenance should be considered and the Respondent should not be expected to have an accounting entry for every item of work.

57. With regard to fire safety inspections, the Respondent says that this falls within its obligations under the Lease.

58. In respect of general compliance checks, once again, the Respondent says that this falls within its obligations under the lease.

59. In terms of reasonableness, the Respondent says that the practical requirements of managing a residential building should be considered.

60. With regard to the Applicant's case that the Respondent has failed to provide a summary of rights and obligations for each demand, the Respondent says that the summary was provided in the email which attached the 3 service charge demands. The Respondent's case is that it would be absurd for the Respondent to attach 3 summary documents to the email, each of which had exactly the same information.

The Tribunal's decision

61. The starting point for the Tribunal is to interpret the Lease. In interpreting the Lease the language of the provisions of the Lease relied upon is of paramount importance. The case of Arnold -v Britton [2015] UKSC 36 set out seven factors to

consider in construing a Lease, which can be summarised as follows:

i. The starting point is the language used by the parties. A reasonable reader will normally derive the meaning primarily from the words chosen in the contract. Interpreting a provision involves identifying what the parties meant through the eyes of a reasonable reader, and, except in very unusual cases, the meaning is best identified from the language.

ii. The clearer the wording, the harder it is to depart from its natural meaning. Only where the drafting is unclear can greater reliance be placed on other interpretive factors.

iii. Commercial common sense is assessed at the time of contracting. Courts must consider what was commercially sensible when the contract was made, not judge the agreement with hindsight after events have unfolded.

iv. A term should not be reinterpreted simply because it appears unwise, imprudent, or disadvantageous to one party. The court's role is to determine what was agreed, not what should have been agreed.

v. Interpretation may take account only of facts and circumstances existing at the time of the contract and known, or reasonably available, to both parties.

vi. Where an unforeseen event occurs and the contract clearly shows what the parties would have intended, the court may interpret the contract to give effect to that intention.

vii. There is no special rule requiring service charge provisions to be construed restrictively; they are interpreted using the same ordinary contractual principles as any other contractual term

62. The Tribunal noted that the Lease which is relied upon by both parties is between the Respondent and the Respondent's director, Colin Passant. Whilst there was no Lease which named the Applicant and Respondent, both parties rely upon the Lease provided and both parties appeared to accept that the terms of that Lease apply.

63. The most relevant provisions of the Lease are clauses 3.3 and 4.5 and the 3rd schedule.

64. Clause 3.3 requires the Applicant to pay the Respondent on demand, one half of the amount spent in carrying out the obligations in the Lease to provide services.

65. Clause 4.5 sets out the services to be provided by the Respondent as those set out in the 3rd schedule The 3rd schedule describes the services as:

    1. Repairing the roof, foundations and common parts of the building
    2. Decorating the outside of the building every three years
    3. Repairing and maintaining those sewers, drains, pipes, wires and cables in the building and its grounds which serve both the property and other parts of the building.

66. The Tribunal dealt with each of the service charges as described by the Respondent. The Tribunal does not need to decide the payability of items listed for which there is no charge and this decision does not deal with those items.

Weekly site inspections

67. The Tribunal firstly consider whether, on a proper interpretation of the Lease, inspections fall within the scope of the services to be provided by the Respondent.

68. The Tribunal was satisfied that there was no specific reference to the Respondent being obliged to inspect, contained within the Lease.

69. The Tribunal notes that the Respondent is obliged to carry out repairs and maintenance as set out in the 3rd schedule. The Tribunal consider that routine inspections are part of the Respondent's obligations to repair and maintain under the Lease. Unless the Respondent inspects, the Respondent cannot reasonably know what is required to fulfil the obligation to repair and maintain.

70. The Tribunal also noted that at section.11 of the 1985 Act, although this section is not concerned with services charges and instead deals with a lessor's implied duty to repair under a short term lease, the 1985 Act specifically provides, at section 11(6), a corresponding implied duty on the lessee to allow access for inspections.

71. The Tribunal is satisfied that inspections are part of parcel of the Respondent's obligations to repair and maintain and is therefore provided for as part of the Lease.

72. In terms of evidence of actual inspections carried out and costs incurred as a result, the Respondent has provided invoices and a statement of account showing monies owed to Resideo Limited, 'trading as Resideo' and Resideo Properties Limited. There is no evidence of actual inspections carried out prior to 20 March 2026. The Respondent said at the hearing that he had not paid the invoices as he was waiting for payment from the Applicant.

73. The Tribunal noted that considerable vegetation appears to have grown, as shown in photographs provided by the Applicant, which could impact on the Respondent's obligations in terms of encroaching considerably onto the exterior structure. However, this does not appear to have been discovered nor dealt with.

74. The Tribunal notes that the Applicant corroborates what the Respondent says about inspections in February, March, April, May, June and September 2026 (see paragraph 29). Whilst it is noted that the Applicant says that no work was carried out as a result of these inspections, the nature of inspections is to gather information and does not necessarily involve doing anything as a result.

75. The Tribunal could not be satisfied that inspections did actually take place and that the Respondent did actually incur the costs of inspection, prior to 6 February 2026. There are no inspection reports prior to this date, there is no evidence that anyone was seen carrying out any inspection and there is nothing from the Contractor or the previous contractors which confirm that inspections did actually take place.

76. The Tribunal is also required to consider the reasonableness of weekly inspections in terms of inspection for repairs and maintenance. There is no provision within the Lease for weekly inspections. In deciding reasonableness, the Tribunal considered whether the Respondent would have paid for weekly inspections, had the Respondent had to pay for these inspections.

77. The Tribunal found that where the inspection is of a building and sewers, drains and pipes in order to see what, if any, repairs or maintenance is required, inspections are required no more frequently than once every calendar month. Weekly inspections are unnecessary and unreasonable

78. In terms of the cost of such inspections, the Tribunal notes that the agreement with Resideo Properties Limited provides for a cost of £200 per month, per property, but that costs also includes cleaning of common and freehold areas as well as other items.

79. The Tribunal finds that a cost of £100 per month, per property is reasonable for inspections. Based on the evidence before the Tribunal, provided by the Respondent in terms of inspection reports and provided by the Applicant in terms of seeing Jack Passant in attendance, the Tribunal find that inspections took place in February, March, April, May, June and September 2026. That is 6 monthly inspections at £100 per month per unit.

Management administration

80. It was clear from what the Respondent said within the hearing, that these costs are for the day-to-day running of the Lease and the duties as the freehold landlord.

81. The Respondent has not provided any itemised breakdown of charges attached to and as part of its other obligations.

82. The Tribunal is satisfied that there is no provision within the Lease which provides for management and administration. The Tribunal took note that it is not unusual for leases of this kind to specifically include the payment of a management fee. The Lease does not have this provision.

83. The Tribunal considered that there is no provision within the Lease that obliges the Respondent to incur costs for management and administration. It would have been a simple provision to insert.

84. The Tribunal find that the management administration charge is not payable as claimed.

Communal cleaning

85. The Tribunal considered the Lease and was satisfied that there was no express provision for the Respondent to carry out cleaning of communal areas.

86. Cleaning is not an ancillary task to carrying out repairs or maintaining sewers, drains and pipes.

87. Once again, it would have been a simple task to include this as a service within the Lease, but such service was not provided for.

88. The Tribunal find that the communal cleaning charge is not payable.

Path/external maintenance

89. The Tribunal noted that the Respondent is required to repair and maintain those sewers, drains, pipes, wires and cables in the building and its grounds which serve both the property and other parts of the building

90. The Respondent is required to carry out repairs and maintenance to the grounds and the Tribunal finds that paths and external maintenance could fall with this service under the Lease, where such work involves work to the sewers, drains, pipes, wires and cables.

91. The Tribunal had no evidence before it which evidenced that any costs had been incurred under this item at all and therefore assesses the amount payable as nil.

Fire Safety Inspections

92. The Tribunal was satisfied that there was no express provision within the Lease which provided for the Respondent to carry out fire safety inspections.

93. The Tribunal noted that fire safety inspections were important and would need to be carried out by the Respondent, however the Tribunal considered that the Lease did not make provision for such inspections and the Lease did not place any obligation on the Respondent to carry out such inspections or for the Applicant to pay for such inspections.

94. The Tribunal did not consider that the Lease could be interpreted in such a way that such inspections were ancillary to services listed in the 3rd schedule of the Lease.

95. The Tribunal find that fire safety inspection charges are not payable

General compliance checks

96. The Tribunal was satisfied that there was no express provision within the Lease which provided for the Respondent to carry out general compliance checks.

97. The Tribunal did not consider that the Lease could be interpreted in such a way that such checks were ancillary to services listed in the 3rd schedule of the Lease.

98. The Tribunal find that general compliance checks charges are not payable

Apportionment

99. As outlined above, at paragraph 36, the Applicant questions what provision within the Lease requires the Applicant to pay one quarter of the charges.

100. The Lease as originally drafted had just one tenant, Colin Passant, the Director of the Respondent. The Lease requires Mr Passant as the lessee to pay one half of the amount spent by the Respondent in carrying out the Respondent's obligations in the Lease to provide services.

101. Neither party submitted that the correct apportionment should be one half.

102. Clause 1.1 of the Lease states that where there is more than 1 tenant, which there is currently, then all of the tenants obligations can be enforced against the tenants jointly or individually.

103. The Tribunal considered the Lease as whole and considered in particular clauses 1.1 and 3.3. Given that neither party argues that the Applicant should pay one half, the most obvious interpretation is that where there is more than 1 tenant, each tenant pays that tenant's proportion of the cost. Where there are 4 tenants, the apportionment is one quarter.

Compliance with section 21B of the 1985 Act

104. Section 21B requires a demand for payment of a service charge to be accompanied by a summary of rights and obligations.

105. The Applicant's case is that the Respondent has failed to comply with this provision as the Respondent should have provided a summary of rights and obligations for each demand and the Respondent only provided one.

106. The Tribunal noted that the Respondent did provide a summary in the email which enclosed the 3 service charge demands.

107. The Tribunal noted that the requirement to service a summary of rights and obligations was to provide the tenant, when receiving a service charge demand, with information about the obligations and rights of the tenant.

108. The Applicant did receive a summary at the same time that he was served with the service charge demands and therefore was given the information Parliament had intended him to have. Attaching a further 2 versions of the same documents would

not have provided the Applicant with any more information and the further copies would have been superfluous.

109. The Tribunal find that the Respondent did not fail to comply with section 21B by providing only one copy of the summary of rights and obligations.

Section 20c of the 1985 Act

110. The Applicant applies, under section 20c of the 1985 Act for the Tribunal to use its discretion to prohibit any costs which the Respondent has incurred in responding to the application and which would be recoverable from the Applicant under the Lease, from so accruing.

111. The Tribunal firstly considered the Lease. The Tribunal finds that there is no provision within the Lease which would permit the Respondent to claim any costs of responding to the application. On that basis, an order pursuant to section 20c of the 1985 Act is not required.

Decision

112. The Tribunal finds that monthly inspections are required as part of the Respondent's obligations under the Lease to provide the services in the 3rd schedule of the Lease and a reasonable cost is £100 per month per unit. The Tribunal finds that the Respondent carried out 2 monthly inspections in February 2026 and March 2026 and that the Applicant is required to pay £200 for the year 2025 – 2026. The Tribunal finds that the Respondent carried out 4 monthly inspections to date and the Applicant is required to pay the Respondent £400 for the year 2026 – 2027. For the avoidance of doubt, should the Respondent continue to carry out monthly inspections after the date of this decision, the Respondent will be entitled to charge the Applicant £100 per month for each monthly inspection.

113. The Tribunal finds that paths and external maintenance could fall with the Respondent's obligations under the Lease, where such work involves work to the sewers, drains, pipes, wires and cables. The Tribunal had no evidence before it that there was any actual cost to the Respondent for such work and assessed the amount payable as nil for all years claims.

114. The Tribunal found that the other charges claimed were not payable by the Applicant. The Tribunal did not consider any items where the Respondent did not charge the Applicant as part of the service charge demands.

Appeal

115. If a party wishes to appeal this Decision, that appeal is to the Upper Tribunal (Lands Chamber). However, a party wishing to appeal must first make written application for permission to the First-tier Tribunal at the Regional office which has been dealing with the case.

116. The application for permission to appeal must be received by the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

117. 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(s) for not complying with the 28-day time limit. The Tribunal will then consider the reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

118. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking.

21 October 2026

Stephen Haythorne
Deputy District Judge