FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BK/LSC/2026/0074**
Property	**:**	**Flat 3, 168 Sutherland Avenue, London W9 1HR**
Applicant	**:**	**Ms Kimberley Ishola**
Representative	**:**	**In person**
Respondent	**:**	**Oakleaves Association of Freeholders Limited**
Representative	**:**	**Mr Sami Allan of Counsel**
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	**:**	**Mr A Parkinson MRICS** **Ms C Barton MRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**28 October 2026**

DECISION

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Decisions of the Tribunal

(1) The Tribunal makes determinations as set out under the various headings in this Decision in relation to the service charges.

(2) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985.

(3) The Tribunal does not make an order under Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(4) The Tribunal does not make an order for the reimbursement of fees.

The application

1. The Applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether service charges are payable for the years 2021, 2022, 2023 and 2024.

2. The disputed sums relate to the following service charge years:

   (i) 28 May 2021 to 24 December 2021

   (ii) 25 December 2021 to 24 December 2022

   (iii) 25 December 2022 to 24 December 2023

   (iv) 25 December 2023 to 24 December 2024

3. Challenges to costs prior to 28 May 2021 are not permitted as part of this application as they were considered as part of previous applications.

4. Directions were originally issued by the Tribunal on 09 April 2026 which were subsequently amended and re-issued on 23 June 2026 with a hearing date set for 17 September 2026.

5. The hearing on 17 September 2026 was attended by the Applicant, Ms Ishola. The Respondent was represented by Mr Sami Allan of Counsel and also in attendance were Mr Adams (Paralegal) and Mr Hammad, Director of the Respondent company.

The hearing

6. The Applicant appeared in person. The Respondent was represented by Mr Allan of Counsel.

7. Two bundles were submitted in advance of the hearing. A core bundle of 534 pages and a supplementary bundle of 70 pages.

The background

8. The property which is the subject of this application is a first floor one bedroom flat in a conversion of seven flats arranged over basement, ground and two upper floors.

9. Neither party requested an inspection and the Tribunal did not consider that one was necessary.

10. 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 issues

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

    (v) The reasonableness of service charges relating to the period from 28 May 2021 to 24 December 2024;

    (vi) The Applicant also seeks an order under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act and reimbursement of application and hearing fees.

The Law

12. Section 18 of the Landlord and Tenant Act 1985 ("the Act") defines the concepts of "service charge" and "relevant costs":

> "(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—
>
> (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
>
> (b) the whole or part of which varies or may vary according to the relevant costs."
>
> (2) The relevant costs are the costs or estimate costs incurred or to be incurred by or on behalf of the landlord, or a superior

landlord, in connection with matters for which the service charge is payable."

13. Section 19 gives this Tribunal the jurisdiction to determine the reasonableness of any service charge:

> "(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."

14. The Supreme Court has recently reviewed the approach that should be adopted by Tribunals in considering the reasonableness of service charges in *Williams v Aviva Investors Ground Rent GP Ltd* [2023] UKSC 6; [2023] 2 WLR 484. Lord Briggs JSC (at [14]) recognised that the making of a demand for payment of a service charge will have required the landlord first to have made a number of discretionary management decisions. These will include what works to carry out or services to perform, with whom to contract for their provision and at what price, and how to apportion the aggregate costs among the tenants benefited by the works or services. To some extent the answers to those questions may be prescribed in the lease, for example by way of a covenant by the landlord to provide a list of specified services, or by a fixed apportionment regime. But even the most rigid and detailed contractual regime is likely to leave important decisions to the discretion of the landlord. A landlord is contractually obliged to act reasonably. This is subject to this Tribunal's jurisdiction under the 1985 Act to determine whether the landlord has acted reasonably.

15. In *Enterprise Home Developments LLP v Adam* [2020] UKUT 151 (LC) at [28], Martin Rodger KC, the Deputy President, restated the important principle that it is for the party disputing the reasonableness of sums claimed to establish a prima facie case.

16. The parties have submitted a Scott Schedule of the service charge items in dispute. The Scott schedules are contained within the bundle at the following page numbers:

- Year ending 24 December 2021 – pages 107-110;
- Year ending 24 December 2022 – pages 122 to 125;
- Year ending 24 December 2023 – pages 147 to 151; and

- Year ending 24 December 2024 – pages 179 to 181.

17. It should be noted that it is not this Tribunal's role to carry out an audit of the service charge costs. It is for the Applicants to establish a *prima facie* case whether any service charges is unreasonable.

18. The Scott schedules within the bundle set out challenges by the Applicant for the service charges years in dispute. Some of the challenges relate to budget allowances and others relate to accounts figures.

19. 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. The item numbers are taken from the Scott schedules within the bundle for each service charge year.

Service charge year 28 May 2021 to 24 December 2021

Item 1 - £17,338

20. The Applicant states in the Scott schedule that this sum is shown under sundry creditors with no claim details or insurer documentation. The Applicant did not identify a specific charge in relation to the disputed sums or provide a reason to justify a challenge on the payability or reasonableness.

21. The Respondent stated that the Applicant is not disputing a service charge item but an accounting treatment under the balance sheet and there is no basis for a valid claim. The Respondent explained that the costs were funded via an insurance claim aside from the £350 excess which is not disputed by the Applicant.

The Tribunal's decision

22. The Tribunal determines that the £350 insurance excess, being the only service charge cost in this item is payable in full.

Reasons for the Tribunal's decision

23. Aside from the £350 excess the Applicant did not identify a specific charge in relation to the disputed sums or provide a reason to justify a challenge on the payability or reasonableness.

Item 2 - £1,012

24. It became clear in the hearing that only two of the invoices within the challenged sum relate to the period prior to May 2021 and therefore only £180 is challenged.

25. The £180 invoice relates to replacement batteries for smoke detectors and a replacement light fitting. The invoice for the works was provided by the Respondent at page 113 of the bundle.

The Tribunal's decision

26. The Tribunal determines that the £180 being the only service charge cost before the Tribunal is payable in full.

Reasons for the Tribunal's decision

27. The Applicant has not established a prima facie case or provided an alternative approach or cost for the works.

28. The costs are considered reasonable for the work undertaken.

Item 3 - £1,188

29. The item relates to two Eyes on Drainage Services Ltd invoices. One dated 12 October 2021 for the installation of a non-return valve at £894. The second invoice is dated 19 August 2021 for a CCTV survey and investigation at £294. The Applicant challenges on the basis that she does not believe the works were completed on the date stated in the invoice.

30. The Respondent position is that the invoiced works were undertaken and the non-return valve was fitted to avoid repeat flooding as required by the building's insurers.

The Tribunal's decision

31. The Tribunal determines that the £1,188 is payable in full.

Reasons for the Tribunal's decision

32. The Applicant has not provided an alternative approach or cost for the works undertaken or demonstrated that works were not undertaken.

33. The costs are considered reasonable for the invoiced works.

Item 4 - £2,525

34. The Applicant's dispute relates to the accounting treatment of a retention sum which the Respondent has explained in the Scott schedule.

35. The charge to which the retention relates is not disputed by the Applicant.

The Tribunal's decision

36. No Tribunal determination.

Reasons for the Tribunal's decision

37. The challenge relates to an accounting process rather than the payability or reasonableness of a service charge.

Item 5 - £0

38. The Applicant challenges the 2021 budget allowance for legal and professional fees.

39. The Respondent stated that this was a budget allowance, but no costs were incurred for legal and professional fees in 2021.

The Tribunal's decision

40. No Tribunal determination.

Reasons for the Tribunal's decision

41. This was a budget allowance for which no costs were expended. As no costs were incurred by the Applicant there are no costs to be challenged or determined.

Item 6 - £5,000

42. The Applicant position is that the £5,000 was not included in the 2021 budget for debt recovery.

43. The Respondent position is that the challenge relates to an accounting process and no expenditure was incurred.

The Tribunal's decision

44. No Tribunal determination.

Reasons for the Tribunal's decision

45. The challenge relates to an accounting process rather than the payability or reasonableness of a service charge.

46. No service charge payability or reasonableness to be determined.

Item 7 - £1,000

47. The Applicant is challenging the £1,000 allowance in the 2021 budget on the basis that no corresponding expenditure appears in the 2021 accounts.

48. The Respondent stated that this relates to a £1,000 budget allowance for health and safety in 2021. No costs were incurred or health and safety in 2021.

The Tribunal's decision

49. No Tribunal determination.

Reasons for the Tribunal's decision

50. The challenge relates to budgeted sum rather than actual costs and resultant payability or reasonableness of a service charge.

51. No service charge payability or reasonableness to be determined.

Item 8 - £630

52. The Applicant initially challenged the £630 accounts expenditure on the basis that the budgeted sum for £570.

53. The Respondent stated that the budget sum was an estimate and the actual cost incurred was £630.

54. The Applicant confirmed in the hearing that she no longer disputes the £630 service charge for accounts.

The Tribunal's decision

55. No Tribunal determination.

Reasons for the Tribunal's decision

56. No longer challenged by the Applicant.

Item 9 - £5,407

57. The Applicant challenged the difference between the budgeted sum and the actual cost for insurance.

58. The Respondent stated that the budget sum was an estimate and the actual cost incurred was higher but provided details in the Scott schedule.

59. The Applicant stated in the hearing that she is "happy to let this one go" and that the cost is no longer challenged.

The Tribunal's decision

60. No Tribunal determination.

Reasons for the Tribunal's decision

61. No longer challenged by the Applicant.

Item 10 - £150

62. The Applicant challenged the basis of the £150 charge.

63. The Respondent provided the invoice for £150 from Optix security dated 7 April 2021 which is prior to the period before this Tribunal.

64. The Applicant stated in the hearing that the sum is no longer challenged.

The Tribunal's decision

65. No Tribunal determination.

Reasons for the Tribunal's decision

66. No longer challenged by the Applicant or within the scope of this application.

Item 11 - £180

67. The Applicant is challenging the £180 budget allowance on the basis that no corresponding expenditure appears in the 2021 accounts.

68. The Respondent stated that no service charge costs were incurred under this heading.

The Tribunal's decision

69. No Tribunal determination.

Reasons for the Tribunal's decision

70. This was a budget allowance for which no costs were expended. As no costs were incurred by the Applicant there are no costs to be challenged or determined.

Item 12 - £80

71. The Applicant confirmed in the hearing that she is not pursuing this challenge having been provided the invoice by the Respondent.

The Tribunal's decision

72. No Tribunal determination.

Reasons for the Tribunal's decision

73. No challenge to determine.

Item 13 - £2,430

74. The Applicant initially challenged this sum which the Respondent stated to be a duplication of items 2, 3, 10 and 12 above.

The Tribunal's decision

75. No Tribunal determination.

Reasons for the Tribunal's decision

76. The challenge is a duplication of items considered above.

Item 14 - £222

77. The Applicant challenge relates to an accounting process which the Respondent has explained. No specific challenges on the payability or reasonableness of service charges were identified by the Applicant.

The Tribunal's decision

78. No Tribunal determination.

Reasons for the Tribunal's decision

79. No challenge to consider or determine.

Service charge year ending 24 December 2022

Item 1 - £1,619

80. The Applicant disputes the need for additional work in 2022 to the dormer roof when works were undertaken in 2019.

81. The Respondent has provided the relevant invoice.

The Tribunal's decision

82. The Tribunal determines that £1,619 is payable in full in relation to dormer roof repairs.

Reasons for the Tribunal's decision

83. The Applicant has not provided an alternative approach or cost for the works beyond challenging the need for works when works were undertaken three years previously.

Item 2 - £1,619

84. This is a duplication of item 1 above.

Item 3 - £1,200

85. The Applicant originally disputed the insurance valuation fee of £1,200 on the basis of having not received the report or supporting document.

86. The Respondent provided the invoice of £1,200 from GAK Consultancy for the insurance reinstatement cost assessment at page 136 of the bundle.

87. The Applicant continues to challenge on the basis of not being in receipt of the report.

The Tribunal's decision

88. The Tribunal determines that £1,200 is payable in full in relation to the reinstatement cost assessment fee.

Reasons for the Tribunal's decision

89. The Tribunal does not consider the Applicant not being in receipt of the reinstatement cost assessment report to be significant or a valid challenge.

90. The Applicant has not provided an alternative approach or cost for the reinstatement cost assessment.

91. The fee is considered reasonable for the work undertaken.

Item 4 - £4,061

92. The Applicant's challenge relates to an insurance claim creditor.

93. The Respondent stated that the cost relates to the insurance claim cover in item 1 of 2021 above.

The Tribunal's decision

94. No Tribunal determination.

Reasons for the Tribunal's decision

95. The sum is payable by the insurers and is not a service charge cost.

Item 5 - £4,007

96. This challenge by the Applicant also relates to an insurance claim creditor.

97. The Respondent confirmed that the sum was paid by insurers and is not a service charge cost.

The Tribunal's decision

98. No Tribunal determination.

Reasons for the Tribunal's decision

99. The sum is payable by the insurers and is not a service charge cost.

Item 6 - £55,777

100. The Applicant challenge relates to accounts figures following settlement of legal and professional liabilities.

101. The Respondent stated that the Applicant is not disputing a service charge but an accounting treatment under the balance sheet and that the figures relate to monies owed by the Applicant pursuant to Court Orders and the accounting treatment is correct.

The Tribunal's decision

102. No Tribunal determination.

Reasons for the Tribunal's decision

103. There is no basis of a valid claim as the challenge relates to the accounting process in relation to costs payable pursuant to Court Orders rather than the reasonableness or payability of a service charge.

Item 7 - £5,000

104. The Applicant states that £5,000 was transferred by the Respondent's solicitor, Dean Wilson LLP but no explanation or supporting documentation has been provided.

105. The Respondent stated that this relates to income payable to the company and not a service charge. Therefore, the accounting treatment of this consent payment is not applicable to this service charge application.

The Tribunal's decision

106. No Tribunal determination.

Reasons for the Tribunal's decision

107. There is no basis of a valid claim as the challenge does not relate to the reasonableness or payability of a service charge.

Item 8 – £7,647

108. The Applicant challenges the insurance costs on the basis that the actual cost was £7,712 and the budgeted figure was £7,647.

109. The Respondent stated that the budget figure was an estimate and the actual cost was only slightly higher and not unreasonable.

The Tribunal's decision

110. The Tribunal determines that £7,712 is payable in full in relation to the insurance premium.

Reasons for the Tribunal's decision

111. The Applicant has not provided an alternative approach or cost for the insurance or the basis of a valid challenge.

Item 9 - £1,000

112. The Applicant states that £1,000 was budgeted for health and safety but no invoices were provided.

113. The Respondent confirmed that the £1,000 was a budget figure and no costs were incurred. Therefore, there are no costs to challenge.

The Tribunal's decision

114. No Tribunal determination.

Reasons for the Tribunal's decision

115. No service charge costs incurred and therefore no costs to determine.

Item 10 - £690

116. The Applicant challenges the accounts costs on the basis that the actual cost was £690 and the budgeted figure was £600.

117. The Respondent stated that budget figure was an estimate and the actual costs was only slightly higher and not unreasonable.

The Tribunal's decision

118. The Tribunal determines that £690 is payable in full in relation to the accounts.

Reasons for the Tribunal's decision

119. The Applicant has not provided an alternative approach or cost for the accounts.

Item 11 - £385

120. The Applicant requested the relevant invoice.

121. The Respondent provided the £385 invoice for a replacement door closer.

122. The sum is no longer disputed by the Applicant following receipt of the invoice.

The Tribunal's decision

123. No Tribunal determination.

Reasons for the Tribunal's decision

124. The sum is no longer disputed by the Applicant.

Item 12 - £2,000

125. The Applicant states that the £2,000 budget allowance for legal and statutory is disputed as no invoices were provided.

126. The Respondent confirmed that the £2,000 was a budget figure and no costs were incurred. Therefore, there are no costs to challenge.

The Tribunal's decision

127. No Tribunal determination.

Reasons for the Tribunal's decision

128. No service charge costs incurred and therefore no costs to determine.

Item 13 - £4,984

129. This challenge is a duplication of Item 7 above.

Item 14 - £2,004

130. These costs are a duplication of the 2022 items 1 and 11 above.

Item 15 - £1,450

131. The Applicant states that the actual cost for gardening based on the accounts is £1,450 whereas the budget sum is £1,450.

132. The Respondent confirmed the actual cost to be £1,412 which was slightly under the budgeted sum.

133. The Applicant confirmed that the costs are accepted and that she is no longer pursuing.

The Tribunal's decision

134. No Tribunal determination.

Reasons for the Tribunal's decision

135. The Applicant is no longer disputing this sum.

Item 16 - £55,777

136. This is a duplicate of 2022 item 6 above.

Service charge year ending 24 December 2023

Item 1 – £509

137. The Applicant originally stated that invoices had not been provided for sums totalling £509 and subsequently that she challenges the £95 charge for replacing and adjusting a door closer after the invoices were disclosed

by the Respondent. The basis for the challenge was that the closer has been replaced previously

138. The Respondent stated that just because the closer has been previously replaced does not mean it will not need replacing again and the Respondent considers the cost to be reasonable.

The Tribunal's decision

139. The Tribunal determines that the disputed element of £95 for the replacement door closer is payable in full.

Reasons for the Tribunal's decision

140. The Applicant has not provided an alternative approach or cost for the charge.

141. The £95 charge is considered reasonable for a replacement door closer.

Item 2 – £225

142. The Applicant challenges the £225 on the basis of not receiving back up invoices.

143. The Respondent stated that £3 relates to the reimbursement for company documents and £222 relates to item 14 in 2021 challenge relates to an accounting process.

144. No specific challenges on the payability or reasonableness of service charges of the remaining £3 were identified by the Applicant.

The Tribunal's decision

145. No Tribunal determination.

Reasons for the Tribunal's decision

146. No challenge to consider or determine.

Item 3 – £2,080

147. The Applicant challenges the £2,080 professional fees expenditure on the basis of no invoices being provided.

148. The Respondent confirmed that the costs comprise legal fees of £1,480 and accountancy fees of £600. Both relate to additional work as a result of the previous proceedings in relation to the property which are not subject to a Section 20C order.

The Tribunal's decision

149. The Tribunal determines that £2,080 is payable in full in relation to the professional fees.

Reasons for the Tribunal's decision

150. The Applicant has not provided an alternative approach or cost for the professional fees.

Item 4 – £6,554

151. The Applicant challenges the £6,554 in relation to legal fees which she states were paid in full in 2022.

152. The Respondent states that the £6,554 appears as sundry debtors as an accounting process as legal fees recoverable form the Applicant were reduced from £55,777 to £49,233.

153. This is an accounting process not a service charge.

The Tribunal's decision

154. No Tribunal determination.

Reasons for the Tribunal's decision

155. No challenge to consider or determine.

Item 5 – £6,628

156. The Applicant challenges professional fess of £6.628 for contract administration fees and CDM related works. It is stated by the Applicant that the former manging agent charged a fee for project related works of £600.

Commented [CB1]: '…..fees….'

157. The Respondent provided the invoices for the work undertaken by Finley Harrison Chartered Building Surveyors. The invoices are located at pages 158-159 of the bundle and are linked to fire safety works project.

The Tribunal's decision

158. The Tribunal determines that £6,628 is payable in full in relation to the professional fees.

Reasons for the Tribunal's decision

159. The Applicant has not provided an alternative approach or cost for the professional fees or justified a valid challenge.

Item 6 – £1,480

160. This is a duplication of the £1,480 in Item 3 above.

Item 7 – £594

161. The Applicant challenges the need for an asbestos survey at the cost of £594.

162. The Respondent stated that the £594 charge is for an asbestos survey required for the common parts. The invoice is provided at page 160 of the bundle.

The Tribunal's decision

163. The Tribunal determines that £594 is payable in full in relation to the asbestos survey.

Reasons for the Tribunal's decision

164. The Applicant has not provided an alternative quotation or justification for not requiring the survey.

165. The Tribunal considers the fee to be reasonable in the absence of an alternative fee proposal.

Item 8 – £142

166. The Applicant challenges the basis of the tax payment by a non-profit making freehold company.

167. The Respondent stated that the freehold company had two profit items in 2022 and earned interest of £710 which was taxed at 20%.

The Tribunal's decision

168. The Tribunal determines that £142 is payable in full in relation to the tax.

Reasons for the Tribunal's decision

169. The Applicant has not provided an alternative approach or basis of a valid challenge.

Item 9 – £0

170. The Applicant challenges that the insurance claim/repair balance is £0.

171. The Respondent stated that there is no basis of a valid claim.

The Tribunal's decision

172. No Tribunal determination.

Reasons for the Tribunal's decision

173. No challenge to consider or determine.

Item 10 – £55,777

174. This challenge is a duplicate of 2022 Item 6 which has been address in item 6 of 2022.

Item 11 – £56,794

175. The Applicant challenges the balances within the 2023 accounts on the basis that the balances have not been explained.

176. The Respondent stated that the challenge is not understood or based on a valid dispute of a service charge.

The Tribunal's decision

177. No Tribunal determination.

Reasons for the Tribunal's decision

178. No challenge to consider or determine as the dispute relates to figures within the 2023 accounts rather than disputed costs incurred.

Item 12 – £10,000

179. The Applicant challenges the £10,000 budget allowance in 2023.

180. The Respondent stated that budget figure of £10,000 was an estimate and the actual cost was £28,000.

181. The Applicant has raised a challenge to £21,600 of the legal fees at item 20.

The Tribunal's decision

182. No Tribunal determination.

Reasons for the Tribunal's decision

183. No challenge to consider or determine.

Item 13 – £1,000

184. The Applicant challenges the budgeted sum of £1,000.

185. The Respondent stated that budget figure was an estimate and the actual costs were £509 for repairs.

186. The Respondent has not challenged the £509.

The Tribunal's decision

187. The Tribunal determines that the actual expenditure of £509 is payable in full.

Reasons for the Tribunal's decision

188. The Applicant has not provided an alternative approach or cost.

Item 14 – £400

189. The Applicant challenges the electricity costs on the basis that the actual costs were less than the £400 budgeted sum.

190. The Respondent stated that the budget figure was an estimate and the actual costs were £274.14 with invoices provided within the bundle.

191. No further challenge from the applicant on electricity costs.

The Tribunal's decision

192. The Tribunal determines that the actual expenditure of £274.14 is payable in full in relation to the electricity charges.

Reasons for the Tribunal's decision

193. The Applicant has not provided an alternative approach or cost for the electricity or raised a valid challenge.

Item 15 – £720

194. The Applicant challenges the accountant's fees budgeted at £630 with an actual cost of £720.

195. The Respondent stated that budget figure was an estimate and the actual costs for 2023 were £720.

The Tribunal's decision

196. The Tribunal determines that £720 is payable in full in relation to accountant's fees.

Reasons for the Tribunal's decision

197. The Applicant has not provided a valid challenge or alternative approach.

Item 16 – £0

198. The Applicant challenges the 2023 accounts figures.

199. The Respondent stated that the challenge is understood to be a duplication of item 7 in 2022.

The Tribunal's decision

200. No Tribunal determination.

Reasons for the Tribunal's decision

201. No challenge to consider or determine.

Item 17 – £23,204

202. The Applicant challenges the accounts balances of sundry creditors when compared to previous and subsequent years.

203. The Respondent stated that the breakdown of sundry creditors is shown as item 7 on pages 6 of the accounts.

The Tribunal's decision

204. No Tribunal determination.

Reasons for the Tribunal's decision

205. No valid challenge to consider or determine.

Item 18 – £6,289

206. The Applicant challenges the insurance costs on the basis that the actual costs recorded in the accounts were £6,227 and the budgeted figure was £6,289.

207. The Respondent stated that budget figure was an estimate and the actual cost was £6226.69.

The Tribunal's decision

208. The Tribunal determines that the £6,226.69 is payable in full in relation to the building insurance

Reasons for the Tribunal's decision

209. The Applicant has not provided an alternative approach or cost for the insurance or a valid challenge to the charge.

Item 19 – £7,153

210. The Applicant challenges prepayments of £7,153 in the 2023 accounts.

211. The Respondent stated that the pre-payments are explained in item 6 on page 6 of the accounts.

The Tribunal's decision

212. No Tribunal determination.

Reasons for the Tribunal's decision

213. No valid service charge challenge to consider or determine.

Item 20 – £21,600

214. The Applicant challenges legal fees of £21,600 relating to Section 20B proceedings in the 2023 accounts.

215. The Respondent stated that the costs relate to legal fees paid to Dean Wilson totaling £21,600. Copies of the invoices are provided within the bundle.

216. The Applicant has not challenged this point further.

The Tribunal's decision

217. The Tribunal determines that £21,600 is payable in full in relation to legal fees.

Reasons for the Tribunal's decision

218. The Applicant has not provided a valid challenge to the cost or alternative basis.

Service charge year ending 24 December 2024

Item 1 – £991

219. The Applicant seeks explanation of a £991 sundry receipt.

220. The Respondent confirmed that it relates to an income tax rebate and that further adjustments may be required.

The Tribunal's decision

221. No Tribunal determination.

Reasons for the Tribunal's decision

222. No challenge to consider or determine.

Item 2 – £1,175

223. The Applicant challenges the professional fees of £1,175 on the basis of no invoice having been provided.

224. The Respondent has provided the invoice from Finley Harrison for £1,174.80 in relation to damp issues in flat 1.

225. The Applicant stated that she thinks the costs should have been covered as part of a previous insurance claim.

The Tribunal's decision

226. The Tribunal determines that £1,174.80 is payable in full.

Reasons for the Tribunal's decision

227. The Applicant has not provided an alternative cost or justification for her belief that the costs were not necessary or should have formed part of an insurance claim which seems unlikely.

Item 3 – £4,635

228. The Applicant challenges the plumbing repairs insurance costs on the basis that it is stated that the qualifications of the person that undertook the works were not provided and it was stated that a waste pipe from flat 4 was connected to the Applicant's demise without consent.

229. The Respondent stated that £4635 is for repairs and not just plumbing but includes plumbing repairs of £3,883.63 and the invoices are provided in the bundle. The Respondent stated that the plumber identified and resolved incorrect falls to pipework leading to blockages and an open waste pipe in flat 4 contributing to issues in flats 2 and 3.

The Tribunal's decision

230. The Tribunal determines that £3,883.63 is payable in full in relation to plumbing repairs.

Reasons for the Tribunal's decision

231. The Applicant has not provided evidence to support any issue in relation to the works undertaken or any alternative quotes to challenge the reasonableness of the costs incurred.

232. It is understood that the balance of the £4,635 is not challenged and has therefore not been considered by the Tribunal.

Item 4 – £2,322

233. The Applicant challenges the cleaning cost of £2,322 based on the budget figure of £2,138.

234. The Respondent stated that budget figure was an estimate and the actual costs was only slightly higher and not unreasonable.

The Tribunal's decision

235. The Tribunal determines that £2,322 is payable in full in relation to the cleaning.

Reasons for the Tribunal's decision

236. The Applicant has not provided an alternative approach or cost for the insurance or the basis of a valid challenge.

Item 5 – £400

237. The Applicant challenges the electricity costs in 2024 on the basis of a £400 budget allowance and £208 recorded in the 2024 accounts.

238. The Respondent stated that budget figure was an estimate and the actual cost based on invoices within the bundle was actually £210.52.

The Tribunal's decision

239. The Tribunal determines that £210.52 is payable in full in relation to electricity.

Reasons for the Tribunal's decision

240. The Applicant has not provided an alternative approach or challenge to the electricity cost.

Item 6 – £750

241. The Applicant challenges the accountancy fees insurance costs on the basis that the actual costs were £750 and the budgeted figure was £690.

242. The Respondent stated that budget figure was an estimate and the actual cost in the accounts was based on an accrual of the accountant's fee of £625 plus VAT.

The Tribunal's decision

243. The Tribunal determines that £750 is payable in full in relation to the accountant's fee.

Reasons for the Tribunal's decision

244. The Applicant has not provided an alternative approach or quotation for this cost.

Item 7 – £3,616

245. The Applicant challenges the insurance costs on the basis that the actual costs were recorded in the accounts as £3,616 and the budgeted figure was £3,269.

246. The Respondent stated that budget figure was an estimate and the actual costs was £3,616 with invoices provided in the bundle totaling £3,701.16.

The Tribunal's decision

247. The Tribunal determines that £3,616 is payable in full in relation to management charges.

Reasons for the Tribunal's decision

248. The Applicant has not provided an alternative approach or cost for management charges.

Item 8 – £7,048

249. The Applicant challenges the insurance costs on the basis that the actual cost in the accounts was £7,048 but budgeted at £7,247.

250. The Respondent stated that budget figure was an estimate and the actual costs was lower than the budget sum. An invoice is provided for £8,650 and the difference is understood to relate to the accruals process.

The Tribunal's decision

251. The Tribunal determines that £7,048 is payable in relation to the insurance.

Reasons for the Tribunal's decision

252. The Applicant has not provided an alternative approach or cost for the insurance or the basis of a valid challenge.

Item 9 – £2,500

253. The Applicant challenges the legal and statutory budgeted sum of £2,500.

254. The Respondent stated that the budget figure was an estimate and that no costs were incurred.

The Tribunal's decision

255. No Tribunal determination.

Reasons for the Tribunal's decision

256. No challenge to consider or determine as no costs were incurred.

Item 10 – £4,635

257. This is a duplicate of item 3 above.

258. In general the basis of the challenges by the Applicant relate to variances in actual expenditure when compared to budgeted sums and in relation to the figures within the accounts rather than valid challenges to the payability or reasonableness of service charge costs.

259. The concerns raised by the Applicant in the Scott Schedule and within the hearing do not amount to a *prima facie* case for any of the challenges. The Tribunal is mindful that the Applicant is a litigant in person and that the Respondent was represented by Counsel. The Tribunal reviewed every disputed sum raised by the Applicant at the hearing to ensure that the Applicant had the opportunity to convey all of their arguments and associated evidence. The Tribunal was not persuaded by any of the arguments presented by the Applicant regarding the reasonableness of the costs. Crucially the Applicant did not present any alternative costs or approaches that the Respondent could have taken to support the Applicant's assertions.

260. The Applicant attempted to introduce new points within the hearing on several occasions. The Tribunal was clear that the Applicant could not introduce new points at the hearing as all evidence and pleadings needed to be disclosed in advance and should form part of the hearing bundle to ensure the other parties aware and able to respond to points raised.

Application under s.20C and paragraph 5A Schedule 11 of the 2002 Act and refund of fees

261. The Applicant made an application for a refund of the fees that she had paid in respect of the application and hearing. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal does not order the Respondent to refund any fees paid by the Applicant.

262. The Applicant applied for an order under section 20C of the 1985 Act and paragraph 5A Schedule 11 of the 2002 Act.

263. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal does not make orders under section 20C of the 1985 Act or paragraph 5A Schedule 11 of the 2002 Act.

Name: Mr A Parkinson **Date:** 28 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).