

Where you stand

Prepared 11 October 2026 for Sam Taylor, Flat 4, 27 Alder Terrace.

Your service charge is £5,043 a year (£4.67 per square foot). We found 2 strong points and 3 worth asking about, and 1 you should leave alone.

If the points land, the plausible reduction is £300 to £1,850 a year. Weighting each point by how strong it is, a realistic expectation is about £420 a year. Not every point will succeed, and some only unlock information.

Point	Verdict	Plausible value
Your lease backs a lower share for services you don't use	Strong	£250 to £630 a year
Year-end accounts are overdue for 2 years	Strong	-
Were you consulted on the long-term contracts?	Worth asking	£0 to £980 a year
Repairs and maintenance (lifts, plant, building fabric) looks high	Worth asking	£45 to £230 a year
Ask what commission is taken on your building insurance	Worth asking	-
Leave the management fee alone	Don't bother	-

This is an initial assessment, not legal advice. It's based only on the documents you uploaded and what you told us, and it doesn't guarantee any outcome. Check every point against your own documents before you send anything. For advice on your situation, contact LEASE (the free Leasehold Advisory Service) or a leasehold solicitor.

What to challenge

Strongest first. Each point is in your challenge letter.

Your lease backs a lower share for services you don't use (Strong, £250 to £630 a year)

You pay about £630 a year towards lifts and cleaning of internal corridors and stairs, which you've told us you don't use. Your lease says your share has to be fair and reasonable "having regard to the relative degree of benefit" you get. That makes your point a requirement of the lease, not a favour. The clause is also expressly subject to the Tribunal's powers, so the *Aviva v Williams* problem doesn't arise in the usual way. Expect a partial adjustment, not the whole amount: you may still benefit from some of these (fire systems, bin stores).

- Lease 2019.pdf: "having regard to the relative degree of benefit obtained by the Tenant and other tenants and occupiers of the Building"
- Budget 2026.pdf, page 3: "Lift maintenance: about £96.47 for you"
- Budget 2026.pdf, page 3: "Lift repairs: about £181 for you"
- Budget 2026.pdf, page 3: "Internal Cleaning: about £352 for you"

Next step: Ask the agent to re-apportion. If they refuse, your lease lets you refer it to an independent surveyor (expert determination), which is cheaper and quicker than the Tribunal.

Year-end accounts are overdue for 2 years (Strong)

There are no certified accounts for the year ending 31 December 2024 and the year ending 31 December 2025. Until the accounts are done, nobody knows whether you've overpaid. Your lease says any surplus "shall" be refunded or credited, so this is a breach of the lease, not just slow admin. This is an argument you win by asking repeatedly, not by litigating.

- Section 20B notice 2024.pdf, page 1: "Section 20B"
- Section 20B notice 2025.pdf, page 1: "Section 20B"
- Lease 2019.pdf: "the surplus shall be refunded to the Tenant or credited against the next payment"

Next step: Ask for a firm date for certified accounts for each year, and for any surplus to be credited.

Were you consulted on the long-term contracts? (Worth asking, £0 to £980 a year)

Your share of 4 contracts in the budget is over £100 a year (biggest: M&E maintenance, about £371 for you). If any of these is a contract lasting more than 12 months and you weren't consulted, your contribution to it is capped at £100 a year (Landlord and Tenant Act 1985 s.20). Many are rolling or annual contracts, which aren't caught, so this is a question to ask, not a win to count.

- Budget 2026.pdf, page 3: "M&E maintenance: £16,065 (Block costs (your building))"
- Budget 2026.pdf, page 4: "M&E maintenance: £52,200 (Heat network)"
- Budget 2026.pdf, page 3: "Internal Cleaning: £15,250 (Block costs (your building))"
- Budget 2026.pdf, page 3: "Management Fees: £13,264 (Block costs (your building))"

Next step: Ask the agent for the start date, length and any consultation for each of these contracts.

Repairs and maintenance (lifts, plant, building fabric) looks high (Worth asking, £45 to £230 a year)

Repairs and maintenance (lifts, plant, building fabric) is 29.5% of your budget, against 20.4% nationally (The Property Institute's Service Charge Index 2026). That's the kind of gap worth explaining. Charges must be reasonably incurred (Landlord and Tenant Act 1985 s.19), but reasonable doesn't mean cheapest, so the realistic win is a retender or a correction, not the whole gap.

- Budget 2026.pdf, page 3: "Repairs and maintenance (lifts, plant, building fabric): £1,489 of £5,043 (your share)"

Next step: Ask when the repairs and maintenance (lifts, plant, building fabric) contracts were last tendered and for the quotes received.

Ask what commission is taken on your building insurance (Worth asking)

Your building is insured through a national broker with a major UK insurer. Brokers and agents often take commission out of the premium you pay. Since 2025, the Financial Conduct Authority requires them to tell leaseholders what commission is paid and for what (ICOBS 6A.7). Commission isn't illegal, but a large one for little work is worth challenging, and asking costs nothing.

- Insurance certificate 2025.pdf, page 1: "Total Premium GBP 32,917.12"

Next step: Ask for the commission details and when the insurance was last tested on the market.

What to leave alone, and what we can't tell yet

Arguments that would lose cost you credibility on the ones that win.

Leave the management fee alone (Don't bother)

The management fee is 6.9% of your budget, below the 12.6% national average. It's the thing most people attack first, and here it would lose. Worse, an agent who wins that point easily will treat the rest of your letter as equally weak.

- Budget 2026.pdf, page 3: "Management: £346 of £5,043 (your share)"

Next step: Don't mention the management fee. Spend your credibility on the Strong points.

Your plan

When	What	Detail
This week	Send the information request	Ask for the summary of costs, invoices and contracts, the insurance details and commission. They have one month to reply, and failing to answer without good reason is a criminal offence (Landlord and Tenant Act 1985 s.25).
This week	Send the challenge letter	It covers 5 points, strongest first. Send it to the managing agent and copy the landlord at the address on your demand. Keep proof of sending.
This week	Send your neighbours a free check	Every flat on your schedule pays from the same budget. Letters from several flats get answered faster.
After 30 days	Chase anything unanswered	Use the chaser letter. Note which questions were dodged; that's useful later.
After 30 to 60 days	Refer the apportionment to an independent expert	If the agent won't re-apportion, use the expert determination clause in your lease. Either side can ask the RICS President to nominate the surveyor.
After 8 weeks	Formal complaint, then the redress scheme	Use the agent's complaints procedure, then The Property Ombudsman or the Property Redress Scheme. It's free to you.
Only if needed	Get a one-off legal opinion, then consider the Tribunal	Before applying to the First-tier Tribunal (£114 to apply, £227 for the hearing), get a fixed-fee opinion from a leasehold solicitor or free advice from LEASE. Ask for a section 20C order so the landlord's legal costs don't land on your service charge.

Keep copies of everything you send and receive, with dates. If you reach the Tribunal it costs £114 to apply and £227 for a hearing.

Your documents

Document	What it is
Lease 2019.pdf	Lease
Demand July 2025.pdf	Service charge demand
Summary of rights.pdf	Summary of rights and obligations
Budget 2026.pdf	Budget / estimate
Section 20B notice 2024.pdf	Section 20B notice (18-month rule)
Section 20B notice 2025.pdf	Section 20B notice (18-month rule)
Insurance certificate 2025.pdf	Insurance schedule or certificate

Still missing

- Year-end accounts: Year-end accounts show what was actually spent and whether you're owed a surplus. Ask the agent for the latest certified accounts and a summary of costs. They must reply within a month (Landlord and Tenant Act 1985 s.21).

Also worth knowing

The demand has the landlord's name and address

Your latest demand names the landlord (Parkside Freehold Nominee Ltd) and gives an address in England or Wales for notices, as the 1987 Act requires. That's also the address to send formal letters to, because it reaches the party bound by your lease rather than its agent.

The summary of rights was provided

The demand came with the statutory summary of rights and obligations, so there's no technical reason to withhold here.

You have an expert determination right

Your lease lets you refer a dispute about your share to an independent chartered surveyor, nominated by the President of the Royal Institution of Chartered Surveyors if you can't agree on one. It's usually quicker and cheaper than the Tribunal, and the expert is a service charge specialist.

They've protected their right to bill late costs

You've received 2 section 20B notices (year ending 31 December 2024; year ending 31 December 2025). That keeps the landlord's right to bill for those costs later, so the 18-month rule won't help for those years. It also tells you the accounts are running late.

Up 3% on last year

Your charge went from £4,901 to £5,043. Nationally, service charges rose 5.8% across 2024 to 2026 (The Property Institute). A big rise isn't unlawful in itself, but it's fair to ask what's driving it, and it frames the rest of your letter.

1.8 times the national average

You pay £5,043 a year. The national average is £2,880, and one in ten leaseholders pays more than £8,680. That's £4.67 per square foot. Typical London new-builds without a concierge or gym run roughly £3.00 to £4.80 (from listings; no official index exists). Buildings differ a lot, so this tells you where to look, not whether you're overcharged.

Your neighbours are probably paying too much as well

Every flat on the same schedule is charged from the same budget, so most of these points apply to your neighbours too. Leaseholders acting together carry far more weight: a recognised tenants' association can demand consultation and appoint its own surveyor with access to the landlord's documents (Landlord and Tenant Act 1985 s.84), and together you may qualify to take over management through the Right to Manage.

Right to Manage is an option for later

With 54 flats, your building may qualify for the Right to Manage: leaseholders form a company and take over management from the landlord's agent, with no need to prove bad management. It needs at least half the qualifying flats to join and takes six to twelve months.

Don't be put off by the 'conclusive' clauses in your lease

Your lease says the accountant's certificate is conclusive and says you can't dispute a cost because it could have been done cheaper. Clauses that stop the Tribunal deciding what's payable, or decide it on particular evidence, are generally void (Landlord and Tenant Act 1985 s.27A(6)). If the agent quotes them at you, take advice, but don't treat them as the end of the matter.

Heat costs should go straight to the energy company

Your lease says that while a heat supply agreement is in place, heat costs, including standing charges, are paid directly to the energy company, and the energy centre is carved out of the residential services. Yet the budget has a separate £79,298 heat schedule with £52,200 of plant maintenance. Ask what it pays for and whether any of it is already in your heat bill.

Your lease creates five service charges; you're billed under three

Each service charge in the lease has its own costs and its own apportionment rule. A charge that can't be tied to one the lease creates isn't payable. Ask the agent to map every budget line to the part of the lease it's charged under.

If the agent won't engage

Escalate in this order: the agent's formal complaints procedure, then its redress scheme (The Property Ombudsman or the Property Redress Scheme, free to you), then the First-tier Tribunal (Property Chamber). The Tribunal costs £114 to apply and £227 for a hearing, and you can ask it to stop the landlord adding its legal costs to the service charge (a section 20C order) or charging them to you directly (Schedule 11, paragraph 5A). LEASE, the government-funded Leasehold Advisory Service, gives free advice.

Your letters

Edit the bracketed parts, check every point against your documents, then send. Keep proof of sending.

Letter	When
Information request	Send this week
Challenge letter	Send this week
Chaser	After 30 days without a full reply
Expert determination referral	If the agent won't re-apportion within 28 days
Formal complaint	If the chaser doesn't work

Sam Taylor
Flat 4, 27 Alder Terrace
London
N7 0XX

Example Estates Management Ltd
1 Sample Square
London
W1A 0XX

11 October 2026

Reference: Service charge, Flat 4, 27 Alder Terrace

Request for information about the service charge

Dear Sir or Madam,

I am the leaseholder of Flat 4, 27 Alder Terrace. I am writing to request the following information about the service charge.

1. A written summary of the costs incurred in the last accounting period, under section 21 of the Landlord and Tenant Act 1985, and, once available, the certified accounts for each year that has not yet been certified.
2. Facilities to inspect the accounts, receipts, invoices and other documents supporting that summary, including the contracts for cleaning, mechanical and electrical maintenance, lift maintenance and management, under section 22 of the Act. Copies by email would be acceptable.
3. A written summary of the building insurance (insurer, broker, sum insured, premium and period), and the opportunity to inspect the policy, under section 30A of and the Schedule to the Act.
4. Details of any commission or other remuneration received by the broker, the managing agent or the landlord in connection with the building insurance, the services provided in return, and when the policy was last tested on the market (FCA rules for multi-occupancy building insurance, ICOBS 6A.7).
5. The date by which certified year-end accounts will be issued for each outstanding year.
6. A schedule mapping each line of the current budget to the service charge provision of my lease under which it is levied.

Requests under sections 21 and 22 must be complied with within one month. I would be grateful for the information by email if possible. This request does not affect my right to question any service charge.

Copy to Parkside Freehold Nominee Ltd, as landlord, at the address given for notices under section 48 of the Landlord and Tenant Act 1987.

Yours faithfully,

Sam Taylor

Sam Taylor
Flat 4, 27 Alder Terrace
London
N7 0XX

Example Estates Management Ltd
1 Sample Square
London
W1A 0XX

11 October 2026

Reference: Service charge, Flat 4, 27 Alder Terrace

Service charge: points in dispute

Dear Sir or Madam,

I am the leaseholder of Flat 4, 27 Alder Terrace. My service charge for the current year is £5,042.69. I have reviewed my lease, the budget and the demands, and I am writing to raise the points below. I am not refusing to pay sums that are properly payable, and I would like to resolve these points with you directly.

1. Apportionment

My lease requires the apportionment to be fair and reasonable, made "having regard to the relative degree of benefit obtained by the Tenant and other tenants and occupiers of the Building". I obtain no benefit from lifts and cleaning of internal corridors and stairs. My current contribution to these items is approximately £630 a year. Please re-apportion these items so that my contribution reflects the benefit I obtain, and confirm the revised figures.

If we cannot agree the apportionment, I will refer the matter to an independent expert under the lease.

2. Year-end accounts

Certified year-end accounts have not been provided for the year ending 31 December 2024 or the year ending 31 December 2025. Please confirm the date by which each will be certified, and confirm that any surplus will be refunded or credited as the lease requires.

3. Long-term agreements

Please confirm, for each of the following contracts, its start date, its term, whether it is a qualifying long-term agreement and, if so, the consultation carried out under section 20 of the Landlord and Tenant Act 1985: M&E maintenance (Block costs (your building)); M&E maintenance (Heat network); Internal Cleaning (Block costs (your building)); Management Fees (Block costs (your building)). Where an agreement exceeds 12 months and was not consulted on, my contribution is limited to £100 per year.

4. Level of costs

Repairs and maintenance (lifts, plant, building fabric) makes up 29.5% of the budget against a national average of 20.4% (The Property Institute, Service Charge Index 2026). Please explain the level of this expenditure, confirm when the relevant contracts were last competitively tendered, and provide the

tender results.

5. Building insurance

Please provide, under the FCA's rules for multi-occupancy building insurance (ICOBS 6A.7), the commission and any other remuneration received by the broker, the managing agent or the landlord in connection with the building insurance, the services provided in return, and the date the policy was last competitively tendered.

Please respond to each point within 28 days. If we cannot resolve them, I may use your complaints procedure and redress scheme, or apply to the First-tier Tribunal (Property Chamber) under section 27A of the Landlord and Tenant Act 1985, and if so I would also ask for an order under section 20C of that Act and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. I reserve all my rights, and payment of any sum is not an admission that it is payable.

Copy to Parkside Freehold Nominee Ltd, as landlord, at the address given for notices under section 48 of the Landlord and Tenant Act 1987.

Yours faithfully,

Sam Taylor

Sam Taylor
Flat 4, 27 Alder Terrace
London
N7 0XX

Example Estates Management Ltd
1 Sample Square
London
W1A 0XX

[Date]

Reference: Service charge, Flat 4, 27 Alder Terrace

Service charge: no response to my letters

Dear Sir or Madam,

I wrote to you on [date of your letters] requesting information about the service charge and raising points in dispute. I have not received a full response.

The one-month period for responding to my requests under sections 21 and 22 of the Landlord and Tenant Act 1985 has now passed. Failing to comply without reasonable excuse is an offence under section 25 of that Act. Please provide the information within 14 days.

Please also respond to the points raised in my letter. If I do not hear from you within 14 days, I will make a formal complaint.

Yours faithfully,

Sam Taylor

Sam Taylor
Flat 4, 27 Alder Terrace
London
N7 0XX

Parkside Freehold Nominee Ltd
5 Example Square
London W2 0XX

[Date]

Reference: Service charge, Flat 4, 27 Alder Terrace

Dispute about service charge apportionment: referral to an independent expert

Dear Sir or Madam,

I wrote on [date] disputing the apportionment of the service charge for my flat. We have not been able to agree it.

My lease provides for disputes about apportionment to be referred to an independent expert ("the matter may be referred for determination by an independent expert"). I am exercising that right. Please let me know within 14 days whether you agree to the appointment of [name of proposed surveyor], or propose an alternative. If we cannot agree, I will ask the President of the Royal Institution of Chartered Surveyors to nominate the expert, as the lease allows.

This referral is without prejudice to my rights under section 27A of the Landlord and Tenant Act 1985.

Yours faithfully,

Sam Taylor

Sam Taylor
Flat 4, 27 Alder Terrace
London
N7 0XX

Example Estates Management Ltd
1 Sample Square
London
W1A 0XX

[Date]

Reference: Service charge, Flat 4, 27 Alder Terrace

Formal complaint: service charge correspondence

Dear Sir or Madam,

Please treat this letter as a formal complaint under your complaints procedure.

On [date] I requested information about the service charge and raised points in dispute. On [date] I chased. I have still not received a full response. [List what is outstanding.]

Please send me a copy of your complaints procedure, confirm the name of your redress scheme, and respond within the timescale your procedure sets. If the complaint is not resolved, I will refer it to your redress scheme.

Yours faithfully,

Sam Taylor

How this assessment works

We identified each document you uploaded and read the facts from it, citing the page and the exact wording. Fixed rules, not an AI, then decided each verdict. Any wording we couldn't find in your document is marked, and the point it supports is downgraded.

Benchmarks: The Property Institute's Service Charge Index 2026 (national average per leaseholder and the share of a typical budget spent on each category). London per-square-foot ranges come from property listings and are directional only; no official index exists.

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