

**Y TRIBIWNLYS EIDDO PRESWYL  
RESIDENTIAL PROPERTY TRIBUNAL (WALES)  
LEASEHOLD VALUATION TRIBUNAL**

Reference: LVT/0028/12/25

In the matter of Flat 3 Pentland Close, Cardiff, CF14 5BB

In the matter of an Application under Commonhold and Leasehold Reform Act 2002 –  
Schedule 11

Applicant: Crystalight Limited  
First Respondent: First Port Property Services Limited  
Second Respondent: Maybeck Collections Limited

Tribunal: Tribunal Judge Tueje  
Mr N Martindale FRICS (Professional Member)  
Mrs Juliet Playfair (Lay Member)

Date of decision: 19<sup>th</sup> June 2026.

**DECISION**

- (1) The Tribunal determines that the application against both Respondents is struck out because the Tribunal does not have jurisdiction to determine an application in respect of administration charges brought against agents.
- (2) The application under paragraph 5A of schedule 11 to the Commonhold and Leasehold Reform Act 2002 is refused.
- (3) The Applicant's request for reimbursement of the application fee is refused.

**REASONS FOR DECISION**

**Introduction**

1. This is an application regarding various administration charges and interest amounting to £846.58, levied against the Applicant between 24<sup>th</sup> April 2025 to at least 3<sup>rd</sup> July 2025 in respect of Flat 3 Pentland Close, Cardiff, CF14 5BB.

**Factual background**

2. The Applicant, Crystalight Limited, is the registered proprietor of the long leasehold interest in Flat 3, Pentland Close, Cardiff CF14 5BB ("the Property").

3. The First Respondents are First Port Property Services Ltd, the managing agent in respect of the building, and the Second Respondents are Maybeck Collections Ltd, a debt recovery agent instructed to pursue arrears.
4. The lease is dated 19 December 2008 and is registered at HM Land Registry under title number CYM433004. It states the freeholder is B D W Trading Limited.
5. On 15 January 2025, service charge demands were issued in respect of the period 1 January 2025 to 30 June 2025 in the total sum of £644.94, payable by 15 February 2025.
6. The Applicant did not make payment by the due date.
7. During the hearing Ms Reen referred in general terms to communication difficulties with First Port. For instance, she stated that it did not send timely demands or it failed to allocate service charges to the correct account. She also stated that there was a turnover of staff in the Applicant's accounts department around this time.
8. On 18<sup>th</sup> August 2025, the Applicant paid the sum of £644.94 towards the service charge principal. That payment was returned by the Respondent on 1 October 2025 on the basis that it was insufficient, as further sums, namely administration charges, were said to be outstanding in respect of the late payment of service charges.
9. The Applicant's position is that it has throughout been willing and able to pay the undisputed service charge principal. It asserts that the full 2025 service charge principal, totalling £1,289.88, was ring-fenced in a dedicated account and made available for payment. The Respondents, however, declined to accept payment of the principal unless the disputed administration charges were also paid in full. Instead, according to the Applicant, the Respondents escalated the matter too quickly, resulting in recovery costs being unreasonably incurred, and which are disproportionate in the amount claimed.
10. The matter was referred to Maybeck Collections Ltd for recovery. Correspondence from that entity confirms that it had been instructed in or around April 2025 and that full payment of all sums, including administration charges, was required before recovery action would cease.
11. From April 2025 onwards, administration charges were levied by the Respondents in connection with the alleged late payment and subsequent recovery action. These included: a legal review fee dated 24 April 2025 (£90), a Land Registry fee (£30) and referral fee (£110) dated 25 April 2025, a letter before action fee dated 30 April 2025 (£185), and a further charge dated 3 July 2025 described as a revised letter before action and mortgage correspondence fee (£515). Interest was also applied to the administration charges.

### **Nature of the Dispute**

12. The Applicant disputes liability for the administration charges. It contends that they are not recoverable under the lease, have not been shown to have been reasonably incurred, and are unreasonable in amount.

13. Therefore, the application concerns the liability of the Applicant to pay, and the reasonableness of, the administration charges demanded by the Respondents in connection with the late payment of service charges, being the charges set out at paragraph 11 above.

14. The total amount in dispute is £846.58.

### **Procedural History**

15. On 28 November 2025, the Applicant submitted an application to the Residential Property Tribunal Wales for a determination under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 as to the payability and reasonableness of the administration charges.

16. The Tribunal acknowledged the application and, by directions dated 4 December 2025, gave case management directions for the preparation of evidence and progression of the matter to a hearing.

17. Neither respondent responded to the Application. Accordingly, the hearing bundle did not contain documents disclosed during these proceedings by the respondents.

### **The Hearing on 8<sup>th</sup> May 2026**

18. Ms Reen represented the Applicant and Ms Daniels represented the Respondent.

19. We were provided with a 66-page hearing bundle prepared on behalf of the Applicant comprising:

- 19.1 a witness statement on behalf of the Applicant;
- 19.2 a copy of the Lease (Exhibit SR1);
- 19.3 a schedule of the disputed administration charges (Exhibit SR2);
- 19.4 Service charge demands dated 15<sup>th</sup> January 2025, documents relating to payment of, and return of, service charge payments, and correspondence between the Applicant and the Respondent's collection agent from around 18<sup>th</sup> August 2025 to 17<sup>th</sup> November 2025 (Exhibit SR3); and
- 19.5 Correspondence with the Tribunal and the Tribunal's directions order dated 4<sup>th</sup> December 2025 (Exhibit SR4).

20. Ms Daniels confirmed no documents had been submitted on behalf of the Respondent

21. The Tribunal informed Ms Daniels that because no witness evidence was submitted on behalf of the respondent, her participation in the hearing would be limited to asking questions of Ms Reen, if she had any, and making closing submissions.

22. Ms Daniels did not have a copy of the Applicant's bundle, which Ms Reen e-mailed to Ms Daniel during the hearing.

23. Ms Reen gave evidence in support of the application. In the event, Ms Daniels posed a single question to Ms Reen.
24. Both parties were given an opportunity to make closing submissions. Ms Reen did so on behalf of the Applicant, Ms Daniels confirmed she had no submissions to make.
25. It was only after the hearing that the Tribunal appreciated the application was not made against the landlord. Consequently, the Tribunal wrote to the parties as follows:

*Further to the hearing on 8<sup>th</sup> May 2026, the Tribunal has asked me to write to you as follows.*

*The Application in this matter has been brought against First Port Property Services Limited and Maybeck Collections Limited as the First and Second Respondents respectively.*

*The lease of the subject property identifies the landlord as B D W Trading Limited.*

*B D W Trading Limited is not a party to the Application.*

*The Tribunal is providing the parties with an opportunity to make written representations on whether this affects its decision on the Application, and if so how.*

26. The Applicant response to this read:

*The Applicant notes that the lease identifies B D W Trading Limited as the Landlord. However, the administration charges that are the subject of this application were demanded, administered and pursued by FirstPort Property Services Limited and Maybeck Collections Limited. The Applicant's correspondence regarding those charges was with those parties and they were the parties named in the application and represented at the hearing.*

*The Applicant submits that no prejudice has arisen from B D W Trading Limited not being joined as a party. The Respondents have had a full opportunity to participate in the proceedings, present their position and respond to the Applicant's case.*

*The issue before the Tribunal is the reasonableness and recoverability of the administration charges that were sought from the Applicant. Those matters were fully considered at the hearing on 8 May 2026.*

*In the circumstances, the Applicant respectfully submits that the absence of B D W Trading Limited as a party should not prevent the Tribunal from determining the application. Alternatively, if the Tribunal considers that B D W Trading Limited should be joined, the Applicant respectfully submits that this would be a more appropriate course than declining to determine the application following a full hearing.*

27. No response was received from the Respondent within the required timeframe.

28. The first consideration is whether the Tribunal has jurisdiction to determine the application. That is because jurisdiction concerns the Tribunal's legal authority to determine a dispute. If jurisdiction is absent, the Tribunal has no power to decide the merits of the parties' competing positions, regardless of their strength or weakness.
29. Therefore, although neither respondent raised any jurisdictional objection, it is well established that a tribunal must satisfy itself that it possesses jurisdiction before proceeding to determine the substantive issues before it. Jurisdiction cannot be conferred by agreement, acquiescence or omission on the part of the parties.
30. Having considered the statutory framework, the terms of the lease and the identity of the parties named in the application, the Tribunal has concluded that it does not have jurisdiction to determine the application in its present form.

### **The Statutory Scheme**

31. Chapter 5 of the Commonhold and Leasehold Reform Act 2002 which deals with administration charges is titled: "Other provisions of the lease".
32. Within chapter 5, section 158 states that provisions relating to administration charges are contained in schedule 11 to the Act.
33. Paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 reads:

*(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—*

*(a) for or in connection with the grant of approvals under his lease, or applications for such approvals,*

*(b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,*

*(c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or*

*(d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.*

*(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.*

*(3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—*

*(a) specified in his lease, nor*

*(b) calculated in accordance with a formula specified in his lease.*

*(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.*

34. The Tribunal's jurisdiction under Schedule 11 therefore concerns disputes relating to liabilities arising under the lease.
35. Administration charges do not exist independently of the lease. Their recoverability depends upon the existence of contractual rights and obligations created by the lease itself.
36. In determining whether an administration charge is payable, the Tribunal is necessarily determining rights and obligations arising from the contractual relationship established by the lease.
37. It follows that the Tribunal must identify the parties to whom those rights and obligations belong.

### **The Contractual Structure**

38. The lease creates a contractual relationship between the lessor and the lessee.
39. The Applicant is the current lessee.
40. The landlord under the lease is the person entitled to enforce the tenant covenants and to recover sums reserved by or payable under the lease.
41. The administration charges challenged by the Applicant are said to arise as a consequence of alleged failures to comply with obligations contained within the lease, namely obligations concerning the payment of service charges.
42. The legal source of any entitlement to recover those charges is therefore the lease itself.
43. Any liability to pay such charges must accordingly be a liability owed to the landlord unless some alternative legal basis can be identified.
44. The application, however, has not been brought against the landlord.
45. Instead, the Respondents named in the application are First Port Property Services Limited, the managing agent, and Maybeck Collections Limited, a debt recovery company.

### **The Position of the Managing Agent**

46. It is common ground that First Port acts as the landlord's managing agent in relation to the building.
47. A managing agent ordinarily acts on behalf of, and as agent for, the landlord.

48. The fundamental principle of the law of agency is that acts performed by an authorised agent on behalf of a disclosed principal are taken to be the acts of the principal.
49. Where an agent acts within the scope of its authority, the rights and obligations created by the transaction are ordinarily those of the principal and not of the agent.
50. In the residential leasehold context, managing agents routinely issue demands, collect service charges, instruct contractors, correspond with leaseholders and undertake enforcement activity on behalf of landlords.
51. However, the fact that an agent performs those functions does not make the agent a party to the lease. Nor does it transfer to the agent the landlord's rights under the lease.
52. Accordingly, the Tribunal is satisfied that First Port's involvement arises solely from its role as managing agent acting on behalf of the landlord.

#### **The Position of the Collection Agent**

53. Maybeck Collections Limited is a debt recovery company instructed in relation to the alleged arrears.
54. It is not a party to the lease.
55. It possesses no independent contractual rights arising under the lease.
56. Any steps taken by it were taken pursuant to instructions received from those acting for the landlord.
57. The Tribunal can identify no legal basis upon which a determination concerning the leaseholder's liability under the lease could properly be made against the collection agent itself.

#### **The Substantive Application**

58. The Applicant's challenge is, in substance, a challenge to the recoverability of sums allegedly due under the lease.
59. Any determination that the charges are payable would necessarily determine the extent of the landlord's rights.
60. Equally, any determination that the charges are not payable would necessarily curtail or extinguish rights which the landlord may otherwise seek to assert.
61. The landlord is therefore the person whose legal interests are directly affected by the outcome of the proceedings.

62. Yet the landlord has not been joined as a respondent.
63. The Tribunal considers that it would be contrary to procedural fairness and natural justice to determine the existence or extent of the landlord's rights in proceedings to which the landlord is not a party.
64. The Tribunal cannot determine the rights of an absent party who has not been given notice of the proceedings and has not been afforded an opportunity to be heard.
65. The jurisdiction conferred by Schedule 11 is a jurisdiction to determine disputes concerning liabilities arising under the lease.
66. In the present case, the person entitled to enforce those liabilities under the lease is not before the Tribunal.
67. The Tribunal has considered the appropriate disposal of the proceedings.
68. The application has proceeded through directions, preparation of a hearing bundle and a substantive hearing.
69. The hearing has now concluded.
70. The Tribunal does not consider it appropriate at this stage to attempt to reformulate the proceedings or to substitute parties.
71. The proper course is therefore to strike out the application for want of jurisdiction.
72. For the avoidance of doubt, this determination does not prevent the Applicant from bringing such application as may be available in the future against the appropriate party, subject to any applicable procedural requirements and issues.

### **Conclusion**

73. For all of the foregoing reasons, the Tribunal concludes that:
  - 73.1 the First Respondent is not a party to the lease and is a party to these proceedings only in its capacity as managing agent;
  - 73.2 the Second Respondent is not a party to the lease and is a party to these proceedings only in its capacity as debt recovery agent;
  - 73.3 neither respondent has been shown to possess any independent contractual liability in relation to the matters complained of;
  - 73.4 the landlord, whose rights would be directly affected by any determination under Schedule 11, is not a party to the proceedings; and
  - 73.5 the Tribunal therefore lacks jurisdiction to determine the application as presently constituted.
74. The application is accordingly struck out.

Dated this 29<sup>th</sup> day of June 2026

Tribunal Judge Tueje