



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

Case reference : **LON/00AE/LSC/2022/0141**

Property : **23B Windsor Crescent, Wembley, HA9
9AN**

Applicant : **Elena Meyer-Adams**

Representative : **In person**

Respondents : **Munir Abubakar (1)
Nita Abubakar (2)**

Representative : **In person**

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 : **Judge B MacQueen
Mr R Waterhouse**

Venue : **V:Video Hearing Service**

Date of hearing : **1 May 2024**

Date of decision : **7 May 2024**

DECISION

Decisions of the Tribunal

- (1) At the hearing, the Respondent, Munir Abubakar agreed to pay the Applicant £190 for roof works, which represented the full amount sought by the Applicant for these works in her application to the Tribunal (£190 was transferred by the Respondent to the Applicant's nominated bank account during the hearing).
- (2) In relation to the matters that were still in dispute, namely, repairs to the communal door, outside light repair and materials, the Tribunal determined that the sum of £81.54 was payable by the Respondent in respect of the service charges for the years 2019 and 2020. The total service charge payment for the two years 2019 and 2020 is therefore £271.54.
- (3) The Tribunal made this determination as set out under the various headings in this Decision.
- (4) The Tribunal made an order under section 20C of the Landlord and Tenant Act 1985 so that none of the Applicant's costs of the Tribunal proceedings may be passed to the Respondent through any service charge.

The Application

1. The Applicant sought a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") in respect of the service charge years 2019 and 2020.

The Hearing

2. The Applicant appeared in person and Munir Abubakar appeared on behalf of the Respondents in person. Munir Abubakar confirmed that Nita Abubakar would not be attending the hearing and that he was speaking on behalf of them both. The Tribunal accepted this explanation and proceeded with the hearing so that no further delay would be caused.
3. The hearing took place as a remote hearing via the Video Hearing Service. Both parties consented to the hearing taking place as a remote hearing. A face to face hearing was not held because of the injunction proceedings between the parties.

The Background

4. The Property which was the subject of this application comprised a flat on the ground floor in a converted house containing two self-contained flats.

5. The Applicant sought the Tribunal's determination of the Respondent's liability to pay service charges as detailed below.
6. Photographs of the building were provided by both parties. Neither party requested an inspection and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
7. The Applicant held a long lease of 23 Windsor Crescent. Clauses 4.6 and 4.7 made provision for the payment of 50% of the expenses payable in respect of the common service (4.6) and the building (4.7). The lease was silent on the mechanism for payment of service charges.
8. The application was made on 25 April 2022 and the Tribunal made directions on 19 May 2022. The case was initially allocated to the paper track, but following consideration of the application the matter was listed for a hearing. Directions were made for both parties to provide evidence to the Tribunal.
9. The Respondent provided the Tribunal with a paginated bundle consisting of 221 pages. The Applicant provided evidence which was not paginated. The information provided by the Applicant included a document called unpaid invoice 2019-20, a document entitled part 1 of unpaid invoice for 2019-20, photographs, an example service charge from the London Borough of Camden (not related to the present case), details of 2017 roof repairs, and a rights and obligations document.
10. The Application was presented to the Tribunal as relating to two service charge years namely 2019, for which the Applicant stated that £180 service charge was due and 2020, for which the Applicant stated that £194.19 was due, giving a total of £374.19.

The Issues

11. The relevant issues for determination were set out in the directions made on 19 May 2022 and were as follows:

The payability and/or reasonableness of service charges for years 2019 and 2020 relating to:

Date	Description	Total Cost	50% cost to 23B Windsor Crescent
17.11.19	Roof works on second level:	£60	£30

	cleaning, repairing, sealing. 3 hours labour at £20		
17.11.19	Repair to door – adjusting size, changing hinges, adjusting lock and door latch. Labour 2 hours at £20	£40	£20
29.12.19	Roof works on second level – slope roof: cleaning and repairing – Labour 4 hours at £20	£80	£40
02.01.20	Labour for main roof – 4 hours	£80	£40
14.5.20	Labour – roof work – 3 hours	£60	£30
15.5.20	Sanding and varnishing door, removing letterbox, removing metal bars ,applying 1 coat of paint to 1 side of door	£80	£40
28.5.20	Installation of new letterbox, painting 1 side of door, cleaning glass of door, hall and outside. 4 hours' work (cost of letterbox included in price)	£80	£40

21.8.20	Electric repair to light by front door. 1 hour's work (replacement of electric bulbs through the year included)	£30	£15
31.08.20	Roof work – sealing with Black Jack. Fixing metal bars on front door. 5 hours	£100	£50
	Materials	£138.39	£69.19
TOTAL		£748.39	£374.19

Roof Work – Items No Longer in Dispute

12. The Applicant gave evidence to the Tribunal as to how the cost had arisen in relation to the roof works. She clarified to the Tribunal that there were three roofs at the Property, namely a flat roof above a kitchen, a pitched roof and another flat roof. The Applicant confirmed that the roofs were old felt roof which often leaked and required repair. In relation to each of the invoices, the Applicant confirmed as follows:

17 November 2019 – this related to a repair to a flat roof. The Applicant had used a website that gave details of people who were available to complete work. The person who completed this work had been booked through the website.

29 December 2019 – this work related to the pitched roof. A different person was used to complete this work, but the same website was used to find them. The work involved cleaning the roof and repairing cracks with patches and self-adhesive felt and covering.

2 January 2020 – this work was a continuation of the work on 29 December 2019. It was a large roof and so the work was not all completed on 29 December 2019. Additionally, the work involved cleaning draining pipes.

14 May 2020 – this work involved a repair to a flat roof.

31 August 2020 – this was work to a flat roof. The felt had become cracked and so it was repaired and “Black Jack” was applied.

13. The Respondent told the Tribunal that his position was that he did not dispute his liability to pay, but wanted further clarification as to the works completed. Additionally, the Respondent told the Tribunal that he had written to the Applicant seeking explanation, however the Applicant had referred the matter to this Tribunal. Given that he had now been provided with the detail of the work by the Applicant at the hearing, he was in a position to agree to pay his 50% share in full for roof works totalling £190 as follows:

Date	Description	Total Cost	50% charge agreed by Respondent
17.11.19	Roof works on second level: cleaning, repairing, sealing. 3 hours labour at £20	£60	£30
29.12.19	Roof works on second level – slope roof: cleaning and repairing – Labour 4 hours at £20	£80	£40
02.01.20	Labour for main roof – 4 hours	£80	£40
14.5.20	Labour – roof work – 3 hours	£60	£30
31.08.20	Roof work – sealing with Black Jack. Fixing metal	£100	£50

	bars on front door. 5 hours		
TOTAL		£380	£190

The Respondent sought clarification of the bank account that he should make his payment to the Applicant. Given the difficulty with communication between the parties, and with a mind to the County Court injunction proceedings that the parties were involved with, the Tribunal was content for the account details to be provided to the Respondent and so paused the hearing so the Applicant could obtain the correct account details and provide these to the Respondent. The Applicant confirmed the account to which she wished the payment to be made and the Respondent confirmed that £190 had been sent to the Applicant's nominated account.

Tribunal Decisions on Matters still in Dispute

14. There were therefore four items still in dispute that the Tribunal was asked to make a determination on as follows:

Date	Description	Total Cost	50% cost to 23B Windsor Crescent
15.5.20	Sanding and varnishing door, removing letterbox, removing metal bars, applying 1 coat of paint to 1 side of door	£80	£40
28.5.20	Installation of new letterbox, painting 1 side of door, cleaning glass of door, hall and outside. 4 hours work (cost of letterbox included in price)	£80	£40

21.8.20	Electric repair to light by front door. 1 hour's work (replacement of electric bulbs through the year included)	£30	£15
	Materials	£138.39	£69.19

15.5.2020 and 28.5.2020 Works to Door/letterbox – total value £80 (Respondent's 50% share £40)

15. The Applicant confirmed to the Tribunal that the door to which the work was carried out was a communal door to the Property.
16. The Applicant told the Tribunal that this door was old and had not been painted for many years. Additionally, she told the Tribunal that the door was wet at the bottom which made it very difficult to open and shut. The work to the door involved it being removed and shortened. The door was also repainted. Additionally, a new larger letterbox was put into the door. The Applicant explained that this was included in the service charge because, although the Respondent had installed a new letterbox for his own post (28B), he had continued to use the communal letterbox and therefore he should pay for the new letterbox.
17. The Respondent told the Tribunal that there had been no need for work to be completed to the door because it was in good working order. It was the Respondent's view that the work to the door had been completed to satisfy the Applicant's own personal taste. Additionally, he told the Tribunal that varnish had been removed and that white paint had been used on the door instead, but that this paint was not waterproof. It was the Respondent's view that the door now needed more maintenance as it needed to be repainted regularly.
18. Regarding the letterbox, the Respondent said that this was again work completed to suit the Applicant rather than work that was needed. Additionally, it was not necessary for the new letterbox to be larger than the previous one, and so the additional carpentry work this required had been unnecessary.
19. The Respondent confirmed that he had installed his own letterbox but that people making deliveries would still use the communal letterbox for his post. The Respondent confirmed that he was not prepared to pay any amount toward this service charge item.

20. The Tribunal accepted the evidence of the Applicant in that the door was a communal door and accepted that the work to it fell under the service charge obligation under the lease and was therefore payable. Turning to whether the work was reasonable, the Tribunal accepted that work to the door would be reasonable given its age. However, the Tribunal did not find that the quality of the work carried out was to a reasonable standard. The Tribunal found that to remove varnish that was waterproof and replace this with paint that would need to be repainted regularly was not reasonable. Additionally, the Tribunal accepted the evidence of the Respondent that there had been no need to replace the letterbox. In light of this, the Tribunal reduced the amount payable to £20 to reflect the work to replace hinges and carpentry work to enable the door to open and close effectively.

**Electric Repair to Light by Front Door - total value £30
(Respondent's 50% share - £15)**

21. The Applicant told the Tribunal that the light was at the communal entrance to the Property but that it was old and in need of repair. She had arranged for a friend, who was an electrician, to repair the light. The Applicant told the Tribunal that, a short while after the repair had been completed, she had found screws from the light on the floor and had therefore formed the view that the light had been interfered with.
22. The Respondent told the Tribunal that the light was in good working order, however after a repair that was carried out in 2018, the light had stopped working properly and instead flashed on and off. The work which was the subject of this application had not resolved that issue. A video of the light flashing on and off had been provided within the Respondent's bundle.
23. The Tribunal accepted the evidence of the Respondent and found that the quality of the repair carried out meant that the problem with the light flashing on and off was not resolved. The Tribunal found that the standard of the repair fell below the required standard and therefore found that the Respondent was not liable to pay for this work.

Material - £138.39 (Respondent's 50% share £69.19)

24. The Applicant clarified that this item related to items that she had bought to enable the service charge work to be completed for the service charge years 2019 and 2020.
25. The Respondent stated that he was not able to agree to pay any of this amount as he had not been consulted on the amounts and it was his view that this total would mean that he was paying more than £250 in a service charge year. This was, in his view, not permitted as he had not been consulted in accordance with section 20 of the 1985 Act.

Additionally, the Respondent stated that he did not accept the items within the service charge years as presented by the Applicant as the dates in the Applicant's invoices had been altered.

26. The Tribunal examined the receipts for materials it had been provided with by the Applicant for this work and found that these were as follows:

Invoice Date	Invoice Amount	Respondent's 50% Total
29.12.19 (page 175 of bundle)	Thompsons 10 year roof seal - £19.74	£9.87
29.12.19 (page 218 of the bundle)	All weather roof coat - 17.86	£8.93
24.05.20 (page 216 of the bundle)	Dulux trade Weathershield Gloss - £24.00	The Tribunal did not allow for the painting of the door so this cost was not included.
29.06.20 (page 218 of the bundle)	All weather roof coating - £33.96	£16.98
21.08.20 (page 216 of the bundle)	Black Jack, expanding foam, brush - £31.55	£15.77
23.08.20 (page 218 of the bundle)	All weather roof coat - £19.98	£9.99
TOTAL	£147.09	£61.54

The Tribunal noted that the Applicant was claiming £138.39 for materials - 50% of which is £69.20, which differs from the calculations made above by the Tribunal.

The Tribunal did not allow the receipt for the painting of the door dated 24.05.2020 - £24 (50% of which is £12) as the Tribunal did not find that the quality of the work was reasonable (as set out above). This cost was therefore excluded. The Tribunal therefore found that the Respondents

shall pay £61.54 for materials. The Tribunal arrived at this figure by considering the receipts for materials as provided in the documentation before the Tribunal, disallowing £12 (24.5.20 receipt).

Section 20 – Service Charge Year

27. At the conclusion of the hearing, the Respondent confirmed that, as he had not been consulted on any work, the maximum amount that he should pay in any service charge year was £250.
28. The Applicant asked the Tribunal to clarify the legal advice she had been given that it was permissible for her to send invoices for work as and when it was completed.
29. The Applicant had presented her case to the Tribunal as two service charge years (namely 2019 and 2020). The value was set out by the Applicant as £180 in 2019 and £194.19 in 2020. The Tribunal therefore made its adjudication on this basis. The Respondent had put forward the argument that the Applicant had changed the dates of invoices so as to make it appear that the charges fell into two service charge years, when in fact they fell into one. However, the Respondent had not provided any information to show when the service charge years started. In light of this, the Tribunal determined the application on the basis that it was put by the Applicant to the Tribunal and therefore considered the two service charge years, namely 2019 and 2020.
30. The parties may wish to seek their own independent legal advice as to how the service charge year operated under their lease and the impact of the consultation requirement of section 20 of the 1985 Act.

Application to Withdraw

31. At the conclusion of the hearing, the Applicant told the Tribunal that she intended to return the £190 paid by the Respondent and withdraw her application.
32. The Tribunal did not consent to the matter being withdrawn (Rule 22(3) Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. In reaching this decision, the Tribunal found that the application to withdraw had come at the conclusion of the hearing after the Tribunal had heard and read all of the evidence the parties wished to present. Additionally, the issues between the parties had been narrowed significantly during the hearing and had resulted in the Respondent agreeing to pay £190 to the Applicant. Taking into account the overriding objective and the Tribunal's duty to deal with cases justly and fairly, the Tribunal found that if the Applicant were allowed to withdraw

her application at this late stage, this would mean that the parties would be left without clarity as to the amount of service charge liability the Respondent would have for the years 2019 and 2020. The Applicant's application to withdraw her application was therefore refused.

The Tribunal's Decision

33. The Respondent agreed to pay the cost of £190 for the service charge items relating to the roof works as set out above, and paid this amount during the hearing by way of bank transfer to the Applicant.
34. The Tribunal determined that the amount payable in respect of the disputed items be as follows:

Date	Description	Total Cost	50% cost to 23B Windsor Crescent	Tribunal's Determination
15.5.20	Sanding and varnishing door, removing letterbox, removing metal bars, applying 1 coat of paint to 1 side of door	£80	£40	£10
28.5.20	Installation of new letterbox, painting 1 side of door, cleaning glass of door, hall and outside. 4 hours work (cost of letterbox included in price)	£80	£20	£10
21.8.20	Electric repair to light by front door. 1 hour's work (replacement	£30	£15	£0

	of electric bulbs through the year included)			
	Materials	£138.39	£69.19	£61.54

35. The total service charge payment for the two years 2019 and 2020 is therefore £271.54. This is made up of £190 the Respondent Munir Abubakar has agreed to pay and £81.54 determined by the Tribunal.

Application under s.20C

36. The Applicant asked in her written application form for an order to be made under section 20C of the 1985 Act. Taking into account the determinations above, the Tribunal determined that it was just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Applicant may not pass any of her costs incurred in connection with the proceedings before the Tribunal through the service charge.

Name: Judge B MacQueen

Date: 7 May 2024

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).