



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference : LON/00AH/LSC/2024/0736

Property : Flats 2 and 6, 91 Outram Road, Croydon CR0 6XJ

Applicant : Mr Gary Sharpe

Representative : In person

Respondent : 91 Outram Road (Croydon) RTM Co Ltd

Representative : Mr Gary Butler (Director)

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 Simon Brilliant
Mr John Naylor MRICS MIRPM

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 02 September 2025

Date of correction : 18 September 2025

DECISION

Corrected pursuant to r.50 The Tribunal Procedure (First-tier Tribunal)
(Property Chamber) Rules 2013

Decisions of the tribunal

1. The tribunal determines that the permitted deductions from the service charges claimed in the service charge years ending 2015 to 2023 inclusive are set out in table at the end of the decision.
2. The tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 (“the 1985 Act”) for the reasons set out below.
3. The tribunal does not make an order under paragraph 5A Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) for the reasons set out below.

The application

4. The Applicant seeks a determination pursuant to s.27A of the 1985 Act and paragraph 5A Schedule 11 to the 2002 Act² as to the amount of service charges and administration charges in respect of contractual litigation costs payable by the Applicant in the service charge years ending 2015 to ~~2015~~ 2025 inclusive.

The hearing

5. The Applicant appeared in person. The Respondent RTM Company appeared by one of its directors, Mr Gary Butler. Both gave evidence and made submissions. No other witnesses were called.
6. The parties each prepared their own digital bundles. The Applicant’s consisted of 666 pages and the Respondent’s consisted of 312 pages.

The background

7. The property which is the subject of this application is a Victorian villa in suburban Addiscombe, near Croydon which has been converted into six flats (“the Property”).
8. 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.
9. The Applicant owns Flats 2 and 6. Mr Butler owns Flat 5. Both are long term owners, having purchased their respective Flats before the RTM Order was made in 2015.
10. Both the Applicant and Mr Butler operate their own property portfolios and these flats are part of them.

11. Mr Butler is one of the current directors of the Respondent. The Applicant was a director from 20 May 2022 until 1 October 2024, when he resigned. Unfortunately, a most bitter and acrimonious dispute has arisen between the two regarding the current and historic management of the Property leading to these proceedings.

12. The Applicant's long lease of Flat 2 is dated 26 May 1989. The Applicant's long lease of Flat 6 is dated 05 May 1989. They are in identical terms. They each require the tenant to pay the landlord an additional insurance rent. They each require the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge.

13. The machinery for collection is straightforward and set out in Clause 4(ii). There e is no dispute about this.

14. The Fourth Schedule sets out the costs, expense and outgoings and matters in respect of which the tenant is to contribute. There are 11 categories of such matters, and include the usual ones such a repairs to the structure and common parts etc. There is no suggestion that the service charges we are dealing with do not fall within these categories.

15. There is no contractual entitlement to claim administration costs against a particular tenant, so the application for an order under paragraph 5A Schedule 11 to the 2002 Act falls away.

16. For the sake of completeness no application has been made for an order under paragraph 5 Schedule 11 to the 2002 Act, but had it been it would also fall away.

17. Unhappily, discord reigns in this small community. Some of the lessees, particularly the Applicant, are not up to date with payment of their service charges. This means that there are not sufficient funds in the kitty year on year for the Respondent adequately to maintain the Property. This is an all too common problem in circumstances such as this. At times the Property has not even been insured.

18. Prime Property Management Ltd ("Prime") was appointed managing agent in ~~2105~~ 2015 when the RTM Order was made. Its services were terminated about 18 months ago.

19. It is fair to say that both parties are critical of Prime's management, although Mr Butler confines his criticism to the latter years.

20. The dismissal of Prime has, not unexpectedly, caused handover problems. Prime has refused to hand over underlying documents without the payment of monies the Respondent was not prepared to pay. We were not shown a single invoice although we have brief printouts of expenditure.

21. We are not concerned with accounting issue arising from the dismissal of Prime.

Some overarching observations

22. At the outset we told the parties what this case was not about.

23. First, the tribunal is not concerned with the state of the accounts between the individual lessees and the Respondent^s. Most of the near 1,000 pages we were required to read concern debt collecting. We cannot order the Applicant to pay anything to the Respondent, and vice versa.

24. The tribunal's function is solely to determine, in respect of each service charge year, the amount of the service charges which are lawfully payable in accordance with the correct construction of the leases and the relevant provision of the 1985 Act.

25. Secondly, the tribunal is not concerned with the internal workings of the Respondent and has no Company Law jurisdiction.

26. Thirdly, no application has been made for the calling of expert evidence. The Applicant is by profession a Chartered Building Engineer & Surveyor, with many qualifications. But he cannot give opinion evidence in his own cause, and has called no independent expert surveying evidence.

27. In a few of the challenged items, the Applicant purports to give an opinion about the state of the Property and the reasons for why such a state has arisen. We are unable to admit such evidence, which is highly prejudicial to the Respondent.

28. Fourthly, the Applicant has made repeated complaints that the Respondent and/or its managing agent has not provided documents it has been required to provide under s.22 of and sched 3 to the 1985 Act. Such failures (if any) are not within our jurisdiction, they are criminal offences.

The issues

29. Directions were given by Judge Mohabir on 21 January 2025. This was at an oral case management conference attended by the Applicant and Mr Gary Butler on behalf of the Respondent.

30. The Judge, having heard from the parties, listed a very modest number of issues to determined :

- *the reasonableness of the management fees for the years 2015 to 2025.*
- *the reasonableness of the management costs incurred during the period*

2015 to 2025 for the preparation of asbestos, health and safety and fire safety reports.

- *the reasonableness of the cost and fees for major roof works carried out on or about 2022.*
- *whether gutter works were carried out on or about 2022 and the reasonableness of the costs incurred.*

31. However, he chose to add as is customary that these issues *may be amplified by the parties in their statements of case.*

32. He also ordered in the usual way for the Applicant to prepare a Scott Schedule which sets out by reference to each service charge year

- *the item and amount in dispute.*
- *the reason(s) why the amount is disputed; and*
- *the amount, if any, the tenant would pay for that item.*

33. What has happened, in fact, is that the Applicant has provided a substantial Scott Schedule for the service charge years ending 2015 to 2023 inclusive.

34. He has made numerous entries (probably most) where he has not filled up his column at all. This has swollen the size of the Scott Schedule, and made it very cumbersome. We do not regard any of these entries as being capable of challenge.

35. Further, he has greatly extended the number of issues which were carefully set out by the Judge in paragraph ~~28~~ 30 above. It might be said to be an abuse of the permitted amplification in paragraph ~~29~~ 31 above.

36. Nevertheless, bearing the overall objective of doing justice and given that the Respondent has had an opportunity to respond, we will allow the Applicant to challenge all the costs he has properly identified in the Scott Schedule.

37. The Respondent did not engage properly with its duty to respond to the Applicant's challenges in the Scott Schedule simply replying *Not responsible for any comment.*

38. We are satisfied that Mr Butler did not do this because the Respondent did not want to engage. At the outset he was confused as to his role (thinking he could not respond as he was only a lessee) and, in any event, was hampered severely by the lack of any cooperation from Prime. During discussions of the individual items in the Scott Schedule we found his answers frank and honest, but sometimes matters he conceded without having direct knowledge of the matters.

39. It was common ground that we are not concerned with the service charge years ending 2024 and 2025.

The validity of the managing agent's demands for management fees

40. There is a generic issue which concerns Prime's demands for management fees over the years.

41. In the Scott Schedule the Applicant maintains that in every service charge year there was no contract between the Respondent and Prime. He says the Respondent had no authority to enter into such a contract because of a failure by the Respondent to conduct its internal affairs with due diligence.

42. This is plainly wrong and at the at outset the Applicant accepted it, which he must have known all along. This allegation should never have been made.

43. It was common ground that the contractual amount of the management fee charged for each year was a reasonable one. The only issue regarding managements fees was whether there should be a reduction in the amount to be paid because of poor performance.

44. Having listened carefully to the parties about the standard of service provide by Prime our conclusion is that a 25% reduction should be made for the service charge years ending 2022 and 2023.

Our consideration of and decisions on the individual items in the Scott Schedule.

45. These are set out in a schedule accompanying this decision. The figures in the final column are the total service charges payable and the liability of the Applicant is one sixth of those figures for each of his Flats. Where there has been a failure to serve a s.20 notice the figure entered will be £1,500 (£250.00 per Flat).

46. The accounts for the Applicant will have to be recalculated. Care should be taken if items have been duplicated. This is because the Applicant included both block costs and individual invoices in the Scott Schedule.

Costs

47. Both sides have succeeded and lost on various issues.

48. The Applicant seeks costs under r.13(b) of the Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013 which provides the tribunal may make an order for if a person has acted unreasonably in bringing, defending or conducting proceedings. This application is wholly without merit as is the absurd amount of £35,000 costs claimed.

49. The Applicant's application under s.20C of the 1985 Act is rejected. s.20C provides:

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before .. the First-tier Tribunal .. are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application ...

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

45. Given the outcome of these proceedings, we do not consider it just and equitable for an order to be made. However, the Respondent will need to show if it makes such a charge it has a contractual right to do so under the lessees' leases.

Name: Judge S Brilliant

Date: ~~02~~ 18 September 2025

SCHEDULE

2015

Date	Supplier	Amount	Submissions and decision	Due
01.10.15	Prime	£1,080.00	Applicant says 25% reduction. Respondent says no. No justified this year.	£1,080.00
01.10.15	Prime	£20.00	Spare key. Not pursued.	£20.00
20.10.15	Butler & Hall	£44.50	Applicant says this cleaning invoice should be split 5 ways. This is rejected. This was a communal charge.	£44.50
20.11.15	Butler & Hall	£44.50	Applicant says this cleaning invoice should be split 5 ways. This is rejected. This was a communal charge.	£44.50
18.12.15	Butler & Hall	£42.00	Applicant says this cleaning invoice should be split 5 ways. This is rejected. This was a communal charge.	£42.00

2016

07.02.16	Larry Bond	£400.00	Applicant says this building work was not done. This is accepted. Respondent does not challenge.	£0.00
08.03.16	Larry Bond	£1,001.60	Applicant queries whether this building work required, resulted from earlier poor work, no competitive tenders, costs not controlled. This is rejected. Speculative and no evidence.	£1,001.60
24.06.16	Prime	£1,080.00	Applicant says 25% reduction. Respondent says no. No justified this year.	£1,080.00
11.08.16	Cheam Leaded Lights Ltd	£504.00	Applicant says cost of work to stain glass window too high and unnecessary. Proposes £250.00 if anything. This is rejected. Speculative and no evidence.	£504.00
09.09.16	Larry Bond	£200.00	Applicant says these ad hoc builder's visits were not necessary, and suggests £800.00 in total. This is rejected. Speculative and no evidence.	£200.00
14.10.16	KAS Property Maintenance	£480.00	Applicant says repairs to Flat 3 due to Respondent's failure to clear gutters. This is rejected. Speculative and no evidence.	£480.00

2017

	Internal Repairs	£984.00	Applicant says work was not done. However, Prime gives an invoice number. On the balance of	£984.00
--	------------------	---------	---	---------

			probabilities, the work was done.	
	External Repairs	£200.00	Applicant wants to see invoices but does not say work not done. This is rejected. Speculative and no evidence.	£200.00
	Prime	£1,184.00	Applicant says 25% reduction. Respondent says no. No justified this year.	£1,184.00
	Prime	£200.00	This is a duplicate of 23.06.17 entry below.	£0.00
20.04.17	GS Rental	£144.00	Applicant says this concerns his business arranging cleaning. This is a bookkeeping matter and not a service charge demand. He personally should be credited.	£0.00
09.06.17	Fantastic Services	£100.00	Applicant says rubbish collection down to individual lessees. This is rejected. This was a communal charge.	£100.00
14.06.17	GS Rental	£144.00	Applicant says this concerns his business arranging cleaning. This is a bookkeeping matter and not a service charge demand.	£0.00
23.06.17	Prime	£200.00	Applicant says Prime's costs of chasing sums due should be down to lessees concerned. According to the management contract for 2021 (we have no reason to think they differ), these costs all are charged to individual units. These costs do not form part of the service charge.	£200.00
15.08.17	GS Rental	£144.00	Applicant says this concerns his business arranging cleaning. This is a bookkeeping matter and not a service	£0.00

			charge demand. He personally should be credited.	
15.09.17	GS Rental	£144.00	Applicant says this concerns his business arranging cleaning. This is a bookkeeping matter and not a service charge demand. He personally should be credited.	£0.00
30.09.17	MP Services	£80.00	Applicant says why was the cost of gardening higher at £130.00 per month before. This is rejected. Earlier charge was not challenged. Speculative and no evidence. No quotes. Using its own knowledge and expertise the Tribunal determines it as being reasonable.	£80.00

2018

	Electrician	£170.94	Applicant agreed to pay this.	£170.94
	Electrician	£300.00	The Applicant says expensive and wants further details. However, Prime gives an invoice number. On the balance of probabilities, the work was done.	£300.00
	Gutters	£250.00	Applicant wants invoice indicating which gutters were cleared. This is rejected. No evidence work charged for not done.	£250.00
	M P Services	£1,240.00	Applicant wants confirmation of areas covered by this annual gardening charge. This is rejected. No evidence work charged for not done, and amount charged reasonable. Using its own knowledge and expertise the Tribunal determines it as being reasonable.	£1,240.00

	Miscellaneous Outlay	£813.00	The Applicant asks what this is for. However, Prime gives an invoice number. On the balance of probabilities, the work was done.	£813.00
10.01.18	Prime	£500.00	Applicant says this Fire and Asbestos Survey should be £300.00. Using its own knowledge and expertise the Tribunal determines £500.00.	£500.00
09.02.18	LA Electrical	£300.00	Applicant challenges cost of electrical condition report for the property. This is rejected. Speculative and no evidence.	£300.00
20.02.18	Maximum Security	£178.68	Applicant wants details of works done to the entry system. This is rejected. No evidence work charged for not done	£178.68
24.06.18	Prime	£300.00	This challenge is accepted. Respondent accepts the licence to alter does not form part of the service charge.	£0.00
	Plumbers	£100.00	This challenge is accepted. Respondent accepts charge was for a leak within a Flat does not form part of the service charge.	£0.00

2019

	Electrician	£395.00	Applicant says this charge cannot be justified. This is rejected. No evidence work charged for not done or amount unreasonable.	£395.00
	Electricity	£130.00	Applicant agreed to pay this electricity bill.	£130.00
	Prime	£1,080.00	Applicant says 25% reduction. Respondent says no. No justified this year.	£1,080.00
30.07.19	Pride Services	£102.00	Applicant agreed to pay this gardening invoice.	£102.00
05.08.19	Pride Services	£54.00	Applicant says rubbish collection down to	£54.00

			individual lessees. This is rejected. This was a communal charge.	
07.08.19	Swain Lock Services	£582.00	This challenge is accepted. Respondent accepts charge for door entry system not justified.	£0.00
27.08.19	Pride Services	£102.00	Applicant agreed to pay this gardening invoice.	£102.00
25.09.19	Pride Services	£102.00	Applicant agreed to pay this gardening invoice.	£102.00
10.12.19	LA Electrical	£1,620.42	Applicant says no s.20 notice served for new lights being provided. Respondent accepts. Only £250.00 recoverable from each lessee.	£1,500.00
20.12.19	Pride Services	£102.00	Applicant agreed to pay this gardening invoice.	£102.00
29.07.19	Plumbers	£156.00	Using its own knowledge and expertise the Tribunal determines it as being reasonable.	£156.00
05.08.19	Pride Services	£54.00	Applicant agreed to pay this gardening invoice.	£54.00

2020

	Prime	£1,080.00	This is a duplicate of 23.06.20 entry below.	£0.00
27.01.20	Tony Waste Services	£40.00	Applicant says rubbish collection down to individual lessees. This is rejected. This was a communal charge.	£40.00
27.01.20	Tony Waste Services	£30.00	Applicant says rubbish collection down to individual lessees. This is rejected. This was a communal charge.	£30.00
17.12.20	Butler & Hall	£42.00	Applicant asks what cleaning invoice is for. This is rejected. No evidence the work was not done.	£42.00

23.05.20	Pimlico Plumbers	£252.00	Applicant asks whose card it was and whether an internal demise. However, Prime gives an invoice number. On the balance of probabilities, the work was done as part of Respondent's responsibility.	£252.00
29.05.20	Pride Services	£102.00	Applicant agreed to pay this gardening invoice.	£102.00
20.06.20	Butler & Hall	£42.00	Applicant asks what cleaning invoice is for. This is rejected. No evidence the work was not done.	£42.00
23.06.20	Prime	£1,080.00	Applicant says 25% reduction. Respondent says no. No justified this year.	£1,080.00
23.06.20	Prime	£650.00	Applicant says Prime's costs of chasing sums due should be down to lessees concerned. According to the management contract for 2021 (we have no reason to think they differ), these costs all are charged to individual units. These costs do not form part of the service charge.	£0.00

2021

	Electricity	£313.00	Applicant says electricity bill is too high. This is rejected. No evidence. Using its own knowledge and expertise the Tribunal determines it as being reasonable.	£313.00
	Prime	£1,200.00	Applicant says 25% reduction. Respondent says no. Not justified this year.	£1,200.00
30.04.21	Pride Services	£102.00	Applicant agreed to pay this gardening invoice.	£102.00

05.05.21	Prime Services	£500.00	Applicant says Prime's costs for holding a directorship of Respondent for two years is not evidenced, invalid and potentially flawed. This is rejected. No basis for these allegations. Using its own knowledge and expertise the Tribunal determines it as being reasonable	£500.00
10.05.21	Pride Services	£562.50	Applicant says cost of additional gardening work is unsubstantiated. This is rejected. No evidence the work was not carried out.	£562.50
24.05.21	St Giles Insurance	£234.40	Applicant says terrorist cover unnecessary. This is rejected. Tribunal invariably concludes such cover justified and payable.	£234.40

2022

	Electricity	£259.00	Applicant says electricity bill is too high. This is rejected. No evidence. This is an accrued sum which is payable.	£259.00
	Major Works	£4,696.00	Applicant suspects roofing works caused by Respondent's mismanagement. This is rejected. Speculative. No evidence. Applicant also says no s.20 notice served for new lights being provided. Respondent accepts. Only £250.00 recoverable from each lessee.	£1,500.00
	Prime	£1,200.00	Applicant says 25% reduction. Respondent says no. Justified this year.	£900.00
	Risk Assessments	£550.00	Applicant says the charge for the Health and Safety Assessment is too high. Using its own knowledge and expertise the Tribunal rejects this challenge. Charge reasonable.	£550.00

	Transfer from Reserves	£4,696.00 Credit	This is payment out for the major works already dealt with above.	£00.00
	Transfer to Reserves	£4,000.00	Challenge is rejected. This is recoverable as a reserve under clause 4 of the leases.	£4,000.00
17.05.22	Insurance	£393.41	Applicant says terrorist cover unnecessary. This is rejected. Tribunal invariably concludes such cover justified and payable.	£393.41
16.09.22	Electrical Repairs	£120.00	Applicant says the charge for checking the emergency light is excessive Using its own knowledge and expertise the Tribunal rejects this challenge. Charge reasonable.	£120.00
11.11.22	Project Manager/ Surveyor	£180.00	Applicant says this charge for the use of a drone was agreed to be gratis. This challenge is accepted.	£0.00
20.11.22	Sutton Roofing Specialist Ltd	£1,350.00	Applicant suspects roofing works caused by Respondent's mismanagement. This is rejected. Speculative. No evidence. Applicant also says that work not done satisfactorily and loss adjuster rejected payment. Mr Butler admits work not well. We allow 20% reduction to reflect that. Applicant also says no s.20 notice served for roofing works, but no s.20 notice required.	£675.00
24.11.22	Gutters	£195.00	Applicant says guttering clearance work already done so must have been carried out incorrectly. This is rejected. Speculative. No evidence.	£195.00
14.12.22	JLM Maintenance Ltd	£300.00	This challenge is accepted. Respondent accepts this invoice for clearing up after a party at his flat.	£0.00

21.12.22	Escape of Water	£600.00	Applicant says the cost of humidifiers results from earlier neglect of the roof. On the balance of probabilities damp arose before the roof works, but the allegation of neglect is rejected. Speculative. No evidence.	£600.00
17.05.22	St Giles Insurance	£393.41	Applicant says terrorist cover unnecessary. This is rejected. Tribunal invariably concludes such cover justified and payable.	£393.41
18.07.22	Tony Waste Services.	£25.00	Applicant says rubbish collection down to individual lessees. This is rejected. This was a communal charge.	£25.00

2023

	Electricity	£302.00	Applicant says electricity bill is too high. This is rejected. No evidence. Using its own knowledge and expertise the Tribunal rejects this challenge. Charge reasonable.	£302.00
	Escape of Water.	£2,436.00	This is cumulate payment for the humidifiers, which are dealt with individually separately elsewhere .	£0.00
	Major Works.	£700.00	Applicant says relates to previous roof works which must have been done defectively. The allegation of defective work is rejected. Speculative. No evidence.	£700.00
	Repairs & Maintenance	£1,992.00	This is cumulate payment for roof works, which are dealt with individually separately elsewhere	£0.00
	Transfer to Reserves	£4,000.00	Challenge is rejected. This is recoverable as a reserve under clause 4 of the leases.	£4,000.00
	Xtra Maintenance	£816.00	Applicant asks what this is. On the balance of probabilities the cause of the need for	£816.00

			humidifiers arose before the roof works. Any allegation of neglect is rejected. Speculative. No evidence.	
16.01.23	Prime	£375.00	This is Prime's invoice for quarterly management fees. Applicant says 25% reduction. Respondent says no. Justified this year.	281.25
16.01.23	Prime	£15.00	This is Prime's costs of stationery. Allowed.	£15.00
16.01.23	Prime	£530.00	This is the cost of preparing the accounts. Allowed.	£530.00
16.01.23	Prime	£60.00	These are bank charges paid by Prime. Allowed.	£60.00
16.01.23	Prime	£16.00	These are company secretary costs . Allowed.	£16.00
17.05.23	SSE Swale	£63.84	Applicant accepts this electricity bill is payable.	£63.84
28.07.23	Risk Assessments	£779.12	Applicant says the Risk Assessments Survey should be £300.00. Using its own knowledge and expertise the Tribunal rejects this challenge. Charge reasonable.	£779.12
01.08.23		£180.00	Womble Bond Dickinson (UK) LLP. Challenge accepted as a demised expense to Flat 3.	£0.00
	Risk Assessments	£150.00	Applicant asks what this is for? The most likely explanation that an additional charge because one of the Flats was inaccessible earlier. Charge allowed.	£150.00
	Prime	£900.00	Applicant says he had to take over this insurance claim regarding the escape of water made Prime. £450 allowed as a reasonable sum..	£450.00

30.08.23	Prime	£225.00	Applicant says Prime's costs of chasing sums due should be down to lessees concerned. According to the management contract for 2021 (we have no reason to think they differ), these costs all are charged to individual units. These costs do not form part of the service charge.	£0.00
11.09.23	Prime	£450.00	Applicant says Prime's costs of chasing sums due should be down to lessees concerned. According to the management contract for 2021 (we have no reason to think they differ), these costs all are charged to individual units. These costs do not form part of the service charge.	£0.00
	Prime	£300.00	The Applicant wants spreadsheet regarding Additional Meeting Attendance at £75.00 per hour. This challenge is rejected. No evidence that Prime did not do the work charged for.	£300.00
25.09.23	Prime	£450.00	Applicant says Prime's costs of chasing sums due should be down to lessees concerned. According to the management contract for 2021 (we have no reason to think they differ), these costs all are charged to individual units. These costs do not form part of the service charge.	£0.00
05.01.23	Internal repairs	£816.00	On the balance of probabilities the cause of the need for humidifiers arose before the roof works. Any allegation of neglect is rejected. Speculative. No evidence.	£816.00
01.02.23	Doors/ Intercoms	£180.00	This challenge is accepted. Respondent accepts works were not done.	£0.00
.....02.23	Internal Repairs	£120.00	On the balance of probabilities the cause of the need for humidifiers arose before the	£120.00

			roof works. Any allegation of neglect is rejected. Speculative. No evidence.	
14.03.23	Escape of Water	£900.00	On the balance of probabilities the cause of the need for humidifiers arose before the roof works. Any allegation of neglect is rejected. Speculative. No evidence.	£900.00
15.03.23	Fire Control	£180.00	The parties agree that the reasonable cost of these emergency light works should be £55.00.	£55.00
31.05.23	Electricity	£240.00	Applicant says this EICR Report should be £120.00. Using its own knowledge and expertise the Tribunal determines £240.00.	£240.00.
08.06.23	Risk Assessments	£498.00	Applicant says this invoice duplicates work already done. This is rejected. Speculative and no evidence.	£498.00
23.06.23	Prime	£1,000.00	Applicant says Prime's costs of chasing sums due should be down to lessees concerned. According to the management contract for 2021 (we have no reason to think they differ), these costs all are charged to individual units. These costs do not form part of the service charge.	£00.00
	Prime	£300.00	Applicant says the costs of preparing s.20 notices for roof repairs not allowed because the works were abandoned. This is rejected. s.20 notices were required at the time they were served.	£300.00

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).