



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

Case Reference	:	HAV/23UE/LSC/2025/0604
Property	:	Flat 29 and others at Fitzalan House Park Road Gloucester GL1 1LW
Applicants	:	Vaclav Ceplecha and 11 other Leaseholders
Representative	:	Mr Vaclav Ceplecha
Respondent	:	Fitzalan House Limited
Representative	:	Peak Estates Limited Mr Soloman Gluck
Type of Application	:	Application for a determination of liability to pay and reasonableness of service charges and limitation of costs Sections 20C and 27A Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 Commonhold and Leasehold Reform Act 2002.
Tribunal Members	:	Mr I R Perry FRICS Mr M J Ayres FRICS Mr L Packer
Date of Application	:	16th December 2024
Date of Decision	:	10th September 2025

DECISION

Decision of the Tribunal

- 1. The Tribunal determines that ALL the costs (whether met from reserves or from in-year service charge demands) relating to roof works and any resultant repairs, including redecoration, prior to and including the eventual completion of roof works in 2025 should not be charged to the Applicants, but should be borne by the developer/freeholder, and if already paid should be refunded to the Applicants.**
- 2. The Tribunal determines that ALL the costs (whether met from reserves or from in-year service charge demands) for replacing or repairing communal doors to make them Fire Safety compliant should be borne by the Freeholder, and if already paid should be refunded to the Applicants.**
- 3. The Tribunal does not consider that the costs of remedial works to the individual flat doors should be borne by the freeholder/developer**
- 4. The Tribunal determines that ALL costs (whether met from reserves or from in-year service charge demands) associated with the leak from the large water cistern, including any secondary damage and costs such as dehumidifiers should NOT be borne by the Applicants, and if already paid should be refunded.**
- 5. The Tribunal determines that ALL the costs (whether met from reserves or from in-year service charge demands) associated with the leak by the meters, including any secondary damage and costs such as dehumidifiers, and including the later costs of amending the original pipework should NOT be borne by the Applicants, and if already paid should be refunded.**
- 6. The Tribunal finds that the building insurance premium charged is reasonable and payable by the Applicant.**
- 7. The Tribunal approves the Applications in respect of S20C of the Landlord and Tenant Act 1985 (“the Act”) and Paragraph 5A of Schedule 11 of the Leasehold and Commonhold Reform Act 2002. and determines that the Respondent Landlord shall not be able to include any costs relating to this case as part of any service charge.**

Background

- 8. On 16th December 2024 the Leaseholder of Flat 29 Fitzalan House (“the Applicant”) applied to the Tribunal for a determination of liability and reasonableness of service charges for the years 2022, 2023 and 2024 in the total value of £101,380.26.**

9. In addition, the Applicant submitted applications under S20C of the Landlord and Tenant Act 1985 (“the Act”) and Paragraph 5A of Schedule 11 of the Leasehold and Commonhold Reform Act 2002.
10. 10 other leaseholders owning 11 other properties joined the Application.
11. On 10th April 2025 the Tribunal issued directions for a remote Case Management and Dispute Resolution Hearing to be held by video link on 20th June 2025 at 10.00am.
12. Both parties provided position statements in advance of the Hearing.
13. Following the Hearing on 20th June 2025 the Tribunal issued further directions, and an in-person hearing was arranged for 10th September 2025 at Gloucestershire County Court Offices.

Written Submissions

14. The Applicants provided an electronic bundle of 512 pages. References in these reasons to the papers provided refer to the numbered page within the bundle thus [p...]
15. Fitzalan House is described as 4-storey (plus basement) modern former office building converted in about 2016 to provide 35 flats.
16. Leases of 125 years from 25th December 2017 for the flats were then sold. The Tribunal was provided with a sample lease for Flat 29 [p44].
17. The Applicants provided a Statement of Case [p93] with 365 attachments and the Respondent provided a Statement of Case [p473] with 4 pages of attachments.
18. The Applicants provided a further 8 pages of response to the Respondents statement [p483] and a further 19 attachments.
19. On 9th September 2025 at 12.01 the Respondent submitted a 6-page Expert Witness Report and C.V. for the expert Mr Joshua Frankel MIRCS (sic).

The Lease

20. The sample lease provided for Flat 29 [p43] is dated 6th June 2018. The Lease is subject to escalating ground rents. The Demised Premises are defined in the First Schedule, Services are defined in the Fifth Schedule, and the Service Charge calculation is within the Sixth Schedule.
21. The principle of the Tenant’s liability to pay the Service Charge is not in question.
22. Of note in this case within the First Schedule of the Lease the Flat specified includes “The internal non-load bearing walls and partitions and surface

coverings and plaster work of the walls bounding but separating the Demised Premises from any other part of the Building and the doors and door frames fitted in such walls (other than the external surfaces of such doors door frames and window frames) and the glass fitted in such window frames and...”

The Law

27A Liability to pay service charges: Jurisdiction

- (1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to—
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.

The Hearing

23. At the start of the Hearing the Tribunal had to first decide whether to admit the Expert Witness Report which had been submitted by the Respondent on the previous day, 9th September 2025. The Directions dated 20th June 2025 had specified that any witness statements should be submitted by 1st August 2025.
24. When questioned the Respondent informed the Tribunal that the witness would not be attending the Tribunal so could not be questioned about the contents of his report.
25. The Applicants considered that the late provision of the Report was “a pure tactic” and objected to the Tribunal accepting the report.
26. The Tribunal considered the representation from both parties and determined that, as the report had been submitted so late and the witness was not going to be available for questioning, it would not allow the report as evidence.

27. The Tribunal suggested, and the Parties agreed, that the Hearing would use the Applicants' Statement of Case as an agenda for the Hearing and would endeavour to take evidence from both Parties on each subject in turn.
28. The Applicants case is primarily, but not solely, based upon issues with the management of Fitzalan House by the Respondent, particularly relating to unresolved construction defects and fire safety defects from failings originating with the building's original conversion in 2018, and that costs which the Respondent is seeking to pass on to the Leaseholders which should have been borne by the developer/freeholder.
29. The Applicants provided a previous First-tier Tribunal Property Chamber (Residential Property) decision dated 12th February 2021 [p311-350] which helpfully set out the background of the property conversion and early management. The property had been converted into residential units by a developer P4i Limited ("P4i"). The conversion was completed in February 2018. The freeholder was, and still is, Fitzalan House Limited and the property was managed by, and still is managed by, Peak Estates Limited.
30. The previous decision noted that the developer, freeholder and managing agent at that time were all owned and controlled by the same person listed at Companies House as a director of all three companies.
31. Mr Gluck informed the Tribunal that Peak Estates Limited were no longer in the same ownership as the developer or freeholder but accepted several times during the Hearing that the developer and freeholder had effectively been the same party.

The Roof

32. The Tribunal Decision from February 2021 considered leaks from the main roof. It concluded that *'The Tribunal does not accept that it is credible that P4i was unaware of the defects in the roof following the completion of its redevelopment.'* [p330], and disallowed the cost of consequent roof works.
33. In April 2021 Ms Soanes of flat 35 [p358] asked Mr Gluck whether the roof repairs agreed by P4i at the previous hearing had been completed. One of Mr Gluck's colleagues replied to Ms Soanes the same day to say that they had been done.
34. Mr Gluck stated that to his knowledge no one had checked whether the work had been done, but as the developer was effectively also the freeholder he had taken this on trust.
35. Ms Soanes emailed Mr Gluck on 20th May 2021 [p495] informing him that water was still leaking into her flat from the roof and that these were the same leaks that had first occurred in 2019.
36. Ms Soames emailed again in October 2022 [p501] and again in March 2023 [p503], both times to alert Peak Estates Limited that water was still penetrating the building.

37. The 2024 service charge includes a Section 20 demand for £30,000 for major roof works. The Applicants avers that the roof has never been watertight as evidenced by continuous leaks affecting the building since it was first converted.
38. P4i had written on 4th September 2020 [p307] to say that they had completed works as specified and provided a 10-year guarantee although there was a central area of the roof where various plant is situated that they were awaiting instructions.
39. On 14th March 2024 ESY Services had provided an estimate to carry out more comprehensive roof repairs [p303] in the sum of £17,850 plus VAT. This work was eventually completed to include scaffolding, coping stones, flashing and rubbish removal at a cost of £25,000 plus VAT on part of £3,010. [p306]
40. In August 2024 Peak Estates Limited issued Section 20 applications to the leaseholders for roof works in the sum of £782.95 per flat, a total of £27,403.25.
41. The Applicants' case is that the patching of the roof which has been taking place since the Tribunal's 2021 decision was due to the same inherent roof defects attributable to the original conversion works [p96], which were or should have been known to the developer/freeholder.
42. In response, Mr Gluck took the Tribunal through the history as far as he knew it to be, he having joined Peak Estates Limited in 2021. He is now the Managing Director.
43. Mr Gluck referred to two leaks, one at the top of the lift shaft and a second one which became apparent in 2022.
44. Mr Gluck stated that the Freeholder had paid for a membrane to be fitted around the lift shaft as this was accepted to be a pre-existing defect but that the remaining costs including scaffolding, preparation etc had been charged to the Tenants.
45. The Freeholder averred that '*....while repairs arising from the 2021 Tribunal had been paid for, future leaks were beyond the developer's scope.*' [p474]
46. The Hearing gave substantial time in the examination of various plans, photographs and google map shots of the roof and notes of where various leaks have occurred. Mr Gluck argued that not all the roof works should fall on the Freeholder.
47. The Tribunal carefully considered all the evidence provided, and the representations made by both parties. It concluded that the problems with the roof, and the consequent costs in dispute stemmed, in the same way as those addressed by the 2021 Tribunal, from inherent defects in the conversion of the building to flats in 2018, which should have been evident to and dealt with by the developer or Freeholder. **The Tribunal determines that ALL the costs (whether met from reserves or from in-year service charge demands) relating to roof works and any resultant repairs, including redecoration, prior to and including the eventual completion of roof works in 2025 should not be charged to Applicants, but should be**

borne by the developer/freeholder, and if already paid should be refunded through the service charge account.

48. The Applicants accepted in the course of the Hearing that after these works were done, including the clearing of some blocked outlets, there had been no more leaks, and that the roof is finally fit for purpose.

Fire Doors

49. In March 2024 a statutory inspection carried out under the Fire Safety (England) Regulations 2022 found that none of the communal or flat entrance doors at Fitzalan House met the required FD30 standard [p119-269].
50. Deficiencies include no certification labels to door sets, perimeter gaps exceeding acceptable limits - consistently greater than 4mm, incorrect smoke and fire seals and threshold gaps ranging from 6mm to 3mm. Some doors had been fitted upside down.
51. Other issues were identified including inappropriate locking mechanisms, consistent failure of door closers, a non-rated basement door, incorrectly fitted communal doors opposite the lift shaft and a double entrance communal door requiring replacement.
52. The Applicants aver that these are all defects relating to the standard of the conversion in 2018.
53. The Respondent withdrew £9,500 from the Reserve Fund and issued a Section 20 notice to recover the remaining cost of the remedial works, but only for the communal doors.
54. The Respondent suggests that these concerns should be considered within the broader context of *‘evolving fire safety standards and increased regulatory scrutiny in recent years.’* [p475], that whilst responsibility for the original installation defects may arise the Respondent’s focus was on ensuring that the doors remained compliant with current safety regulations under the Regulatory Reform Fire Safety) Order 2005.
55. The Respondent avers that some of the defects are attributable to reasonable wear and tear.
56. The Respondent has liaised with the freeholder who has agreed to fund the costs where issues *“could clearly be attributed to initial construction defects, for example, the upside-down doors, the Respondent has not passed those costs on to the leaseholders”*.
57. The Tribunal considered the evidence from both parties. It was established in the course of the Hearing that, whilst new rules had been introduced in 2022, these had related only to the frequency of inspections, but that there had been no ‘evolution’ in the physical fire safety requirements, such as the Respondent had suggested. The Tribunal therefore finds that the current fire safety requirements should have been known to and complied with by the developer/freeholder at the time of the conversion; that it was unreasonable to believe that so many defects could occur to well-constructed and fitted fire doors

within such a short period of time since the building was converted; and that it is unreasonable for the Applicants to contribute to any of the costs of making the communal doors compliant. **The Tribunal determines that ALL the costs for replacing or repairing communal doors to make them compliant should be borne by the Freeholder and, if already paid refunded.**

58. As part of the Fire Safety Report obtained through Peak Estates Limited in 2023 each of the individual flat doors were inspected [p119-271].
59. All the flat doors were found to be defective and in need of remedial works. A quote for the works has been obtained reflecting a cost of £490 per flat [p279-281].
60. It is surely necessary for each flat owner to have these works completed as soon as is practicably possible, for their own safety if a fire breaks out elsewhere in the building or as their responsibility to other Tenants if fire breaks out within their property.
61. However, the sample lease provided is clear that the individual flat door forms part of each flat as demised and is therefore the responsibility of each leaseholder.
62. **The Tribunal does not consider that the costs of remedial works to the individual flat doors should be borne by the freeholder/developer.** The Tribunal strongly advises that the flat owners have these works done as a matter of urgency. There should be some saving to be made by instructing the same company to deal with all of the doors at the same time as a single contract.

Unexplained Maintenance Cost Variance.

63. The difference between £17,555.17 vs £17,087.17 [p98] was shown to be £390 plus VAT for an Ecoblue invoice.

Basement Water Ingress and Emergency Repairs

64. In September 2022 a floating valve within a large industrial drinking water cistern in the basement failed. The Applicants aver that it should have a warning alarm but, in any case, the 50mm overflow pipe was not connected to the drains. This caused flooding within the basement and fused out electrical pumps. [p407].
65. The Applicants aver that this was due to a foreseeable consequence of incomplete, substandard or negligent work that dates back to the original conversion of the building.
66. The Respondent had submitted a second invoice from the attending contractor which had deleted the line mentioning the disconnected pipework “as this was misleading as to the cause of the leak”

67. The Tribunal does not regard this as credible. The original invoice describes the water *“blasting out of an unconnected 50mm overflow which has never been piped through to the drains”*. The Tribunal considers that an effective overflow is an essential safeguard and finds its absence to be yet another example of the poor standard and monitoring/checking of the original conversion works, which should have been put in place by a competent developer when commissioning the system, and properly maintained.
68. As such **the Tribunal determines that the costs associated with the leak from the large water cistern, including any secondary damage and costs such as dehumidifiers should NOT be borne by the Applicants, and if already paid should be refunded.**
69. A second leak occurred only a few weeks later to a pipework joint to the water supply to Flat 28.
70. The Applicants avers that there was no isolation valve on site, that the valve that could be turned off was still allowing water to push through so the water could not be disconnected. Mr Ceplecha took the Tribunal to the Water Supply (Water Fittings) Regulations 1999, specifically Regulation 4(3) which mandates compliance with Schedule 2 Paragraph 10(1) requiring a stop valve for each flat (separate premises) to enable supply isolation without affecting other premises.
71. Contractors attended the building on three separate occasions (23rd September 2022, 24th September 2022 and 1st October 2022).
72. An invoice [p412] indicates that the original leak appeared to be from the meter, but the Water board stated that it was from a joint below the meter. A plumber attended at 22.00 hrs. The resultant invoice 22281 reports *“Leak coming from the solvent joint of the plastic piping.... the seal around the base of this section has come away, likely due to poor installation and the pressure of the system forcing through”*. The valve that would have isolated between the pumps and meters did not completely turn the supply off so a repair could not be made.
73. A Senior Commercial plumbing engineer attended the following day who advised that to affect a satisfactory repair it would be necessary to replace all of the joints within the section from 30 to 28.
74. A further attendance was necessary to reinstate supply to flats with no water.
75. Mr Gluck argued for the Respondent that the pipe below the meter had cracked rather than come apart and that it was not as a result of poor workmanship.
76. The Tribunal considers this to be a further example of poor design and/or professional oversight of the original installation when the building was converted. **The Tribunal determines that the costs associated with the leak by the meters, including any secondary damage and costs such as dehumidifiers, and including the later costs of amending the original pipework should NOT be borne by the Applicants, and if already paid should be refunded.**

Buildings Insurance

77. The Applicants dispute the reasonableness of the building insurance premium, for 2024 in the sum of £11,390.76, which has increased by over 130% compared to the 2020 premium and that, despite repeated requests, the Respondent has failed to provide any evidence that the policy was subject to competitive tendering.
78. The Applicants suggest that as the building has been subject to insurance claims on its policy then the insurers may have increased the premiums more than they might have done if there had been no claims, and that as the cause of the claims fall to the Respondent then it is the Respondent who should contribute to the higher premiums.
79. Mr Gluck avers that there have only been two claims made against the policy for approximately £10,000 in 2020 and £12,000 in 2022. He also states that insurance premiums have risen considerably in recent years.
80. The Applicants did not provide any comparable quotes for insurance.
81. The Tribunal's own experience is that insurance premiums have risen considerably in recent years and in the absence of any comparisons **the Tribunal finds that the building insurance premium charged is reasonable and payable by the Applicants.**

Section 20C and Paragraph 5A of Schedule 11 costs application

82. The Applicants concluded by stating that they were concerned that many of the costs of maintaining Fitzalan House were due to unresolved faults in and oversight of the original conversion works from office building to flats in 2018 by P4i and Fitzalan House Limited.
83. They had shown that many of the service charges charged to them should actually be borne by the developer/freeholder.
84. Mr Gluck speaking on behalf of his client stated that the Respondent had not incurred legal or other costs in preparing for the case and did not consider that any charges would be levied in respect of the case.
85. The Tribunal had noted throughout the Hearing that Mr Gluck had been making efforts to improve the management of the building.
86. The Tribunal was grateful for Mr Gluck's assertion but for the sake of completeness finds that the Applicants have been largely successful in their Application and **the Tribunal determines that the Respondent Landlord shall not be allowed to include any costs relating to this case as part of any service charge.**

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.