FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/OOAG/LSC/2025/0823**
Property	**:**	**8 Marchmont House, Faylands Estate, Streatham, London SW16 1SX**
Applicant	**:**	**K Harmon supported by C Thompson**
Representative	**:**	**none**
Respondent	**:**	**London Borough of Wandsworth**
Representative	**:**	**A Omar of counsel**
Type of application	**:**	**An application under section 20C Landlord and Tenant Act 1985.**
Tribunal member(s)	**:**	**R Waterhouse FRICS,** **A Thomas RBI FRICS MBA MIFireE**
Venue	**:**	**First-tier Tribunal 10 Alfred Place, London, WC1E 7LR**
Date of decision	**:**	**5 November 2025**

DECISION

Decision of the tribunal

The tribunal determines that the Initial Notice of Consultation under section 20 of the Landlord and Tenant Act 1985 for the "Works" to 8 Marchmont House was sent by the landlord the London Borough of Wandsworth. So, by implication the consultation process was properly undertaken in respect of the subject property and so in the absence of further challenge the sum of £8052 is payable in respect of the Works.

The application

1. The application dated 20 May 2025, sought to challenge Major Works which had a liability of £8052 for the subject property. The challenge was that the section 20 consultation had not been carried out correctly by virtue that the Initial Notice under section 20 had not been received by the applicant.

The hearing

2. The hearing took place on 5 November 2025 from 10:00am. The Applicant K Harmon was present and supported by her friend C Thomson. The Respondent was represented by A Omar of counsel, and a witness M Eunaafi of the London Borough of Wandsworth was called. Additionally E Sackley and A Corey both Consultation Officers of the London Borough of Wandsworth were present but took no part in the hearing.

The background

3. In September 2020, the Council's Eastern Area team completed a report advising that the existing roof on blocks on the Faylands Estate were beyond repair and required renewal.

4. In June 2022, a major works brief was prepared in respect of the scheme for roof renewal works to the blocks on Faylands Estate. This was for the benefit of design consultants invited to tender for a contract to produce a feasibility report. The successful consultant would also be required to manage the tender process for contractors competing for the major works contract itself. After receiving tenders from six consultancy firms, Lawson Queay Chartered Surveyors were appointed as they had provided the lowest fee tender and were considered to offer the best value for money.

5. Lawson Queay Surveyors prepared a feasibility report in relation to proposed roof renewal and associated works at Faylands Estate. The report opined, *"The pitched roofs of all the flat blocks have come to the end of their economic lives …As detailed in our report, the roof coverings need to be replaced to all flat blocks."*

6. By a Notice of Intention dated 27 June 2023, the Council informed leaseholders of the proposed works, namely, to renew the roof of Marchmont House. This Notice of Intention gave them until 1 August

2023 to make observations as to the works proposed and nominate a person from whom the landlord should try to obtain an estimate for carrying out the proposed works.

7. On 8 January 2024, the Council provided leaseholders with a Notice of Estimates. This invited observations in relation to the proposed work and costs involved by 12 February 2024.

The Lease

8. The Lease sets out the following definitions:

a. *"Block"* is the block or blocks of flats together with the entrance ways lifts (if any) and common parts showed edged in blue on Plan No.1;

b. *"Estate"* is the Block together with the gardens and other communal areas and blocks of flats and houses shown edged in black on Plan No.1

c. *"Flat"* is the premises described in the First Schedule;

d. *"Service Charge"* is the contributions referred to in Clause 3 and 5 and the fifth and Sixth Schedules hereto.

9. Clause 3 contains the lessee's covenants. Clause 3(a) states: *"To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier in respect thereof..to pay the proper proportion..."*Clause 3(b) identifies those proportions as 5% *"of the costs expenses and outgoings of the Council in complying with its obligations contained in the Fifth Schedule hereto and. 16% of the costs expenses and outgoings of the Council in complying with its obligations contained in the Sixth Schedule hereto."*

10. The Fifth Schedule sets out the Council's obligations and includes maintaining the exterior and structural parts of the block in which the Applicant's flat is situated and to carry out any necessary works.

Relevant Law

11. The statutory consultation procedures for residential properties are contained in sections 20 and 20ZA of the 1985 Act. These are supplemented in England by the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the Consultation Regulations").

12. Section 20 of the 1985 Act applies to qualifying works when the relevant costs incurred on carrying out the works exceed an amount which results in the service charge contribution by any tenant to the cost of the works being more than £250.

13. There are no specific statutory provisions relating to the service of notices under the Consultation Regulations.

14. Section 233 of the Local Government Act 1972 ("the 1972 Act") deals with the services of notices by local authorities and provides:

(1) Subject to subsection (8) below, subsections (2) to (5) below shall have effect in relation to any notice, order or other document required or authorised by or under any enactment to be given to or served on any person by or on behalf of a local authority or by an officer of a local authority.

(2) Any such document may be given to or served on the person in question either by delivering it to him, or by leaving it at his proper address, or by sending it by post to him at that address.

(3)…

(4) For the purposes of this section and of section 26 of the Interpretation Act 1889 (service of documents by post) in its application to this section, the proper address of any person to or on whom a document is to be given or served shall be his last known address…..

(5) If the person to be given or served with any document mentioned in subsection(1) above has specified an address within the United Kingdom other than his proper address within the meaning of subsection (4) above as the one at which he or someone on his behalf will accept documents of the same description as that document, that address shall also be treated for the purposes of this section and section 26 of the Interpretation Act 1889 as his proper address.

Submissions

15. It is the Applicant's position that they never received the Initial Notice, that was said to have been posted on 27 June 2023. It was neither received at the subject property's address, which was occupied by a long-term tenant of around 16 years, or at the alternative address in SW2 provided to the Council by the Applicant. The Applicant has owned the first address for around 34 years.

16. The Applicant further contended that the Council's process to create and dispatch letters was flawed because it lacks a way of tracing and proving that a particular letter had been posted.

17. The Applicant did however confirm they receive the second Notice dated 8 January 2024.

18. The Applicant also confirmed that they had received some of the subsequent letters concerning this issue specifically the initial reminder, reminder and final remainder although the applicants stated they had not received all of these documents.

19. Counsel for the Respondent Council called M Eunafi an employee of the Council responsible for the creating and despatch of the relevant letters relating to the section 20 Notices.

20. The witness took the tribunal through the various stages of the process. The first stage was to interrogate the Council's housing data base to extract the contact and ownership details of the relevant properties which in this case relate to Marchmont house.

21. The data base contains tenant and leaseholder information and additional information relating other leaseholders contact details if they are not resident in the subject property under the heading of "leaseholders living away".

22. The witness described that where there were "leaseholders living away then two letters were generated the first to the subject property address and the second to their "leaseholders away address".

23. When the addresses were called up from the data base the list generated was then "mail merged" with the text of the letter to be sent out. Around 62 properties were in the relevant blocks, the mail merging process resulted in an excel spreadsheet being developed which contained and saved and recorded the contact details,

24. The witness then described that the letters were then printed and enveloped and the officer carrying out this task cross referenced the letter with the excel spreadsheet.

25. The officer after carrying out this task for all the letters then placed them in a mail bag at their desk. This mail bag was then collected by an internal courier for the council which then moved the sacked letters to a single collection point for the Royal Mail to collect.

26. At the point of bagging data is recorded to identify the volume of letters numerically, this does not in itself identify specific letters but record macro data. The Royal Mail then collects for onward distribution.

27. Counsel for the respondent made reference to the Local Government Act 1972 section 233 which identifies the procedure for service of notice by local authorities. Counsel provided authority Birmingham City Council v Bravington 2023 which found that the 1972 Act was applicable to all notices unless specifically excluded by reference to statute, no contentions were made by the Applicants here in respect that the subject Notices were excluded from the 1972 Act.

28. Counsel asserted that if the tribunal finds on the balance of probability that the initial notice was posted, it was deemed delivered or deemed serviced and no evidence is required for the receipt.

29. If the tribunal was not with the counsel on the successful service of the initial notice, then the counsel makes a submission for dispensation under sec 20za and contends under Deagan that no prejudice has occurred and the leaseholder has no challenge on the cost or scope of the works.

30. In response to challenge by the Applicant over why individual letters could not be tracked. The Respondent witness stated, it was impracticable and too

costly for the respondent council to establish such a tracking process because the volume of letters issued sometimes up to 10,000 letters per day.

31. The Respondent counsel said, it was unreasonable to assume that one page out of a 60 or so letter document could reasonably be considered to go array, and no evidence of others from that batch so doing.

32. The Respondent Counsel asserted that the fact that the council had sent letters to both addresses, meant that if there was an error it must have impacted both address which again seems very unlikely and unreasonable.

33. The Applicants confirmed that the addresses on the data base were correct and indeed they had received other correspondence from the council.

34. The Respondent's Council also asserted that the council procedure is tried and tested no other complaints were received of these approximately 60 letters, sent out.

35. The Respondents counsel was not contending the applicants request for Orders under the section 20 C or Para 5A sch 11 because there was no provision under the lease to recovery these costs.

Tribunal analysis and decision

The tribunal notes the test is whether on the balance of probability these letters, the initial Notice letters were sent. The tribunal agrees with the respondent that under the 1972 Act and subsequent authority proof of delivery is not required.

The tribunal notes that no letters from this batch were returned , that letters had previously and subsequently been delivered successfully , letters had not been reported going astray from other properties in the block and that given the procedures explained by the witness the chance of a letter failing to be sent out was remote. Under the test, which is appropriate here, which is, balance of probability, the tribunal finds that the subject letters that for the initial Notice under section 20 were sent out.

As the tribunal finds the letters were on balance sent, and so the section 20 consultation process is valid for the subject property, the tribunal does not need to concern itself with the application for dispensation under section 20ZA.

In terms of the application under section 20C and para 5A Schedule 11, no order is made, following the assurances from the Respondent that the leases do not provide a mechanism to recover these costs and so the matter is agreed between the party's not be pursued.

Chair Waterhouse

5 November 2025

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).