



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

Case reference : LON/00AN/LSC/2025/0852

Property : Flat 12 Sylva Court, 79 Putney Hill,
SW15 3NX

Applicant : Southern Land Securities Limited

Representative : Nick McCloud-James of Counsel

Respondent : Suburban Properties Limited

Representative : Nikola Tryznova

Type of application : Transfer from County Court – Service
and Administration Charges

Tribunal members : Judge H Carr
Ms S Coughlin

Venue : 10 Alfred Place, London WC1E 7LR

Date of hearing : 31st October 2025

Date of decision : 10th November 2025

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the sum of £6435.57 is payable by the Respondent in respect of the service charges for the years for the estimated charges for major works demanded in the service charge year 2024 – 2025.
- (2) The tribunal makes the determinations as set out under the various headings in this Decision.
- (3) Since the tribunal has no jurisdiction over the matter of legal costs relating to the lease extension, county court costs and fees, this matter should now be referred to the County Court.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges and (where applicable) administration charges payable by the Respondent in respect of the service charge years 2024-2025 .
2. The Claimant/Applicant issued proceedings in the County Court on 2 December 2024 making claims as follows:

Flat 9 - £9023.44 Service Charges and Ground Rent [Claim No:L19ZA576].
Flat 12 - £8989.96 Service Charges and Ground Rent [Claim No:L19ZA570].
3. Defences were filed on 13 December 2024 and refer to the disputed amounts as being in respect of solicitor’s costs for a lease extension and costs of major works. No other detail is given.
4. On 9 June 2025, DJ Daley made an order transferring the proceedings to the tribunal in Claim No: L19ZA570 (Flat 12) . The tribunal was told that the proceedings in the other case were also transferred, but at the time of the Directions the tribunal had not seen that order or the County Court file.

The hearing

5. The Applicant was represented at the hearing by Mr McCloud-James of Counsel and Ms Karen Jones, an employee of the Applicant, was also in attendance and gave evidence on its behalf. The Respondent was represented by Ms Nikola Tryznova, the property manager for the

Respondent, and Mr Piotr Drabek the tenant of the Respondent was also in attendance and gave evidence.

6. The day before the hearing the Respondent submitted an additional bundle. There were no objections to this being submitted as it contained no new information but comprised better reproductions of photographs previously submitted.
7. Despite several requests the Applicant had failed to provide the tribunal with an order transferring Claim No L19ZA576 (Flat 9) to the tribunal. As a result the tribunal has no jurisdiction to deal with Claim No L19ZA576. The Applicant applied to adjourn both applications pending evidence of transfer. The tribunal determined to proceed with Claim No: L19ZA570 (Flat 12). The reasons for this decision were that as the Respondents had made identical arguments in connection with both properties the decision reached by the tribunal on Flat 12 would inform discussions between the parties about Flat 9, and if the matter was not settled, that the County Court would have the benefit of a tribunal decision on Flat 12 in deciding how to dispose of the claim in relation to Flat 9.
8. This decision relates to Flat 12 only.

The background

9. The property which is the subject of this application is a flat in a purpose-built block of flats originally constructed in the 1960s.
10. 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.
11. The Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease will be referred to below, where appropriate.

The issues

12. At the start of the hearing the Applicant provided a table of the sums comprised in its claim. The relevant service charge year is 2024 -25. The sums demanded totalled £8989.96 which was made up as follows:

Claim	Amount in £s

Legal fees for lease extension	1356.00
Three invoices relating to estimated costs of major works - the Respondent has paid subsequent to the claim £6000 of this amount.	6435.57
Letter re non payment	27.00
Further follow up on non-payment	27.00
Interest on debt	79.46
Referral to lawyers	135.00
Interest	49.93
Solicitors fees	150
Solicitors fees	730
Court fee	455 (not included in total)

13. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

<u>Claim</u>	<u>Amount in £s</u>	<u>Decision of Tribunal</u>
Legal fees for lease extension	1356.00	Not a service charge and therefore requires determination at the County Court
Three invoices relating to estimated costs of major works - the Respondent has paid	6435.57	The estimated costs are payable and reasonable.

subsequent to the claim £6000 of this amount.		
Pre-legal notification letter	27.00	Not payable – no evidence showing this was part of s.146 proceedings
Further follow up on non-payment	27.00	Not payable – no evidence showing this was part of s.146 proceedings
Interest on debt	79.46	Not payable – no provision in the lease for interest on outstanding debt
Referral to lawyers – managing agents fee	135.00	Not payable – no evidence showing this was part of s.146 proceedings
Interest	49.93	Not payable – no provision in the lease for interest on outstanding debt
Solicitors fees	150	Not payable – no evidence showing this was part of s.146 proceedings
Solicitors fees	730	Not payable – no evidence showing this was part of s.146 proceedings
Court fee	455	To be determined at the County Court

14. The arguments of the parties and the reasons for the decisions are set out below.

Legal fees for lease extension

15. The Applicant argued that the legal fees for the lease extension fell outside of the jurisdiction of the tribunal because it was not a service charge.
16. The Respondent made no observation on this matter.

The tribunal's decision

17. The tribunal agrees with the Applicant that this matter is not part of the service charge dispute and therefore falls outside of the jurisdiction of the tribunal. The matter is for determination by the County Court when the application is returned to it.

The estimated costs of the major works totalling £6435.57

18. The Applicant provided evidence that the s.20 consultation process had been complied with for external repairs and redecoration, and that the Respondent had made no observations during the consultation process. The leaseholders were first informed about the intention to carry out these works in July 2022, notice of intention was served on 1 August 2023 and Notice of Estimates on 12 April 2024.
19. The works were commenced after the Applicant had been told by Lewis Berkley, its surveyor, in July 2024 that the roof of the block was in a bad condition and that the liquid waterproof previously applied to the roof was beyond its expiry date. Lewis Berkley advised the chances of the roof remaining watertight for another winter was very low.
20. The Applicant provided a letter from its surveyor Lewis Berkley (page 470 of the bundle) and the specifications of the works to be done at pages of 236 of its bundle. There was a proposal for development of the air space above the top floor, however on the basis of the advice from the surveyor and as there was no progress on the proposed development it was decided the works would go ahead.
21. The Applicant says that there is no basis on which the Respondent is able to challenge the reasonableness of the proposed works.
22. The Applicant submits that the original estimate was clearly fair and reasonable based on the original survey and the advice of its surveyor and the Respondent has no reasonable basis to object to the sum sought based on this initial service charge estimate. A valid section 20

consultation was carried out; the estimated demand was based on a sum below the finally agreed tender sum.

23. It reminds the tribunal that the fact that the costs significantly increased during the course of the work is not relevant to the issue before the tribunal, which is the reasonableness of the estimates for works as set out in the specifications.
24. The Respondent argued that it had not been able to respond to the consultation because of holidays. It argued
 - (i) Management said only localised repairs were needed because there was a new development planned
 - (ii) The roof membrane was only blistered and still functional. The Respondent believes workmen deliberately ruptured blisters.
 - (iii) The full replacement of the roof was unnecessary and unreasonable
 - (iv) The contract was only disclosed and signed after the works had been carried out
 - (v) Only works to the rear paving were carried out despite the specification saying that both front and rear paving would be addressed. The front paving was left unrepaired
25. In addition, the Respondent argued that the roof works should not have been carried out at all. There was no basis for doing any works. It says that as there were no leaks to the roof, the works were not necessary. The Respondent says that the Applicant should have waited until the proposed new development of the airspace to the property was finalised as the roof works would become unnecessary at that point.
26. The Respondent says that the paving works were also unnecessary. It says that the paved courtyard area, located at the lower level of the building, consisted of concrete paving slabs that were aged but stable prior to the works. The surface showed some natural moss growth and minor unevenness, typical for its age, but there were no significant cracks, movement, or hazards requiring immediate repair.
27. The Respondent also referred the tribunal to the provision in paragraph ii of the 8th Schedule of the lease which it says have not been complied with. This provision enables the Applicant to set up a reserve fund to fund major works and prevent undue fluctuations of service charges.

28. The Applicant said that this was a discretionary provision and that most leaseholders do not wish to contribute to a reserve fund.
29. It also said that there was no realistic prospect of the development going forward and it needed to prevent any leakage from the roof.

The tribunal's decision

30. The tribunal determines that the amount payable in respect of the estimated charges for the major works is £6435.57 .

Reasons for the tribunal's decision

31. The tribunal agrees with the Applicant that most of the submissions made by the Respondent related to its issues with the quality and scope of the works as carried out or works which had been included in the estimate but not carried out. It determines that the arguments about the quality and scope of the works carried out are not relevant to the reasonableness and payability of estimates.
32. The Respondent agreed that some works were necessary but disputed that works to the roof and the paving around the property needed substantial work. However their evidence was limited to photographs of the roof and the paving and the opinions of Mr Drabek, the tenant, who told the tribunal that he runs a building company.
33. The tribunal balanced the evidence of the Applicant against the evidence of the Respondent and found that the evidence of the Applicant that the works set out in the specification were reasonable and appropriate and therefore the monies demanded were payable and reasonable.
34. It determines that it is for the landlord to decide how and when works are to be carried out in the context of a proposal for development which remains very uncertain. It notes that the roof has not been replaced since the construction of the building and that for a sixty-year-old roof patch repairs are likely to be necessary on a very regular basis.
35. It also agrees with the Applicant that the clause in Schedule 8 is a discretionary clause and that the Respondent cannot require the Applicant to set up such a fund.

The legal charges

36. The Applicant argued that all the legal charges relating to the service charge arrears up to and including the issue of proceedings were payable by the Respondent as the work had been carried out in contemplation of

proceedings under s.146 of the Law of Property Act 1925 as provided in paragraph 30 of the Sixth Schedule to the lease.

37. The Respondent made no observation on this matter.

The tribunal's decision

38. The tribunal determines that the amount charged for legal work relating to arrears of service charges is not payable by the Respondent.

Reasons for the tribunal's decision

39. The lease of the property does not contain a provision enabling the Applicant to recover legal costs in relation to service charge arrears. The only provision is at paragraph 30 of the Sixth Schedule which enables the Applicant to recover legal costs in connection with the preparation of a schedule of dilapidations or for legal work carried out in anticipation of forfeiture proceedings. The Applicant has provided no evidence that the legal work carried out was in anticipation of forfeiture proceedings and therefore the amount demanded is not payable.

Interest charges on the arrears

40. The Applicant agreed that there is no provision in the lease entitling it to claim interest on service charge arrears.
41. The Respondent made no observation on the matter.

The tribunal's decision

42. The tribunal determines that the sums demanded for interest on arrears are not payable by the Respondent.

Reasons for the tribunal's decision

43. The tribunal agrees with the Applicant that there is no provision in the lease for the payment by leaseholders of interest on arrears of service charges. Therefore the sums demanded for interest are not payable by the Respondent.
44. The parties should note that this decision relates only to the payability and reasonableness of the estimated service charges. Once final service charge demands are raised the Respondent is, if it considers appropriate, able to apply to the tribunal for a determination as to the payability and reasonableness of the actual costs of the major works.

The next steps

45. The tribunal has no jurisdiction over the costs of the lease extension, the ground rent or county court costs. This matter should now be returned to the County Court.

Name: Judge H Carr

Date: 10th 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).