



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

Case reference : **LON/00AM/LSC/2025/0872**

Property : **Flat 2, 42-44 DeBeauvoir Crescent,
London N1 5SB**

Applicant : **Anna Kolesnikova**

Representative : **None**

Respondent : **Newgroom LLP**

Representative : **Laura Thorne of Daniel Watney LLP
(Managing Agents)**

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 J Moate and Mr Fonka, FCIEH
CEnvH M.Sc**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **20 January 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the balancing payment adjustments demanded in July 2024 and April 2025 are not limited from recovery under s20B.
- (2) The tribunal determines that the amount payable by the Applicant in respect of professional fees in the service charge year 2023 is £0.00.
- (3) The tribunal determines that the amount payable by the Applicant in respect of roofing works and roofing surveys in the service charge year 2023 is £0.00.
- (4) The tribunal determines that the amount payable by the Applicant in respect of management and related costs in the service charge year 2023 is her apportioned amount of the total sum of £13,694.
- (5) The tribunal determines that the amount payable by the Applicant in respect of cleaning and environmental charges in the service charge years 2022 and 2023 are her apportioned amount of £6,963 and £5,431 respectively.
- (6) The tribunal determines that the amount payable by the Applicant in respect of fire safety in the service charge years 2022 and 2023 are her apportioned amount of £9,582 and £7,963 respectively.
- (7) The tribunal determines that the amount payable by the Applicant in respect of health and safety in the service charge years 2022 and 2023 are her apportioned amount of £1,418 and £7,917 respectively.
- (8) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the Applicant through any service charge.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Applicant in respect of the service charge years 2022 and 2023.

The hearing

2. The hearing took place on 18 December 2025. The Applicant appeared in person and the Respondent was represented by Laura Thorne of David Watney LLP.
3. Immediately prior to the hearing the Applicant handed up an email with further information relating to the 2024 service charge year. The tribunal did not give permission for this document to be relied upon because the 2024 service charge year did not form part of the application before the tribunal.
4. The parties had each filed a separate bundle which they sought to rely on.

The background

5. The property which is the subject of this application is part of a building which consists of residential and commercial units over 4 floors. The fourth floor is residential whereas all other floors are occupied by the commercial units. There is an underground car park and a lift. The property is a flat on the fourth floor.
6. 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 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 and will be referred to below, where appropriate.

The issues

8. At the start of the hearing the tribunal observed that the application included limited information about the service charges under challenge and that the Schedule of Disputed Service Charges completed by both parties was similarly limited in scope. The issues in dispute were set out in the Applicant's statement of case dated 17/10/25, to which the Respondent had responded in its response dated 26/11/25.
9. The tribunal consulted with the parties about their understanding of the issues in dispute and both parties agreed they were happy to proceed based on the disputed issues set out in their statements of case dated 17/10/25 and 26/11/25. Ms Thorne confirmed that the Respondent had set out in full its response to all the issues raised and provided supporting evidence.
10. The parties identified the relevant issues for determination as follows:

- (i) The payability of the balancing payment adjustments demanded on 23/07/24 for the service charge year 2022 and on 29/04/25 for the service charge year 2023, given the late accounts and Section 20B notices.
 - (ii) The payability and reasonableness of service charges for professional fees in the service charge year 2023.
 - (iii) The payability and reasonableness of service charges for roofing works and roofing surveys in the service charge year 2023, including a challenge as to s20 failure to consult.
 - (iv) The payability and reasonableness of service charges for management and related costs in the service charge year 2023.
 - (v) The payability and reasonableness of service charges for cleaning and environmental charges in the service charge years 2022 and 2023.
 - (vi) The payability and reasonableness of service charges for fire safety and health and safety in the service charge years 2022 and 2023.
 - (vii) The payability and reasonableness of the balancing payment adjustment demanded on 23/07/24 for the service charge year 2022 and on 29/04/25 for the service charge year 2023, given lack of tender evidence.
11. Having heard evidence and submissions from the parties and considered all the documents provided, the tribunal has made determinations on the various issues as follows.

(i) The payability of the balancing payment adjustments demanded on 23/07/24 for the service charge year 2022 and on 29/04/25 for the service charge year 2023, given the late accounts and Section 20B notices

12. The Applicant contended that the balancing payment adjustments were not payable because they were demanded late. She said the s20B notice was a tick box exercise and the Respondent was hiding behind the notice to produce late accounts. She accepted that she had received the s20B notices on 30 June 2023 and 28 June 2024 respectively.
13. Ms Thorne asserted that the Section B notices had been served in time, within 6 months of the year end (by the end of June). She said she recognised that the Respondent was behind with the accounts but that they were not hiding behind the s20B notices. She said the situation

was improving and the Respondent expected to issue the 2025 accounts within the 6-month period.

The tribunal's decision

14. The tribunal determines that the balancing payment adjustments are not limited from recovery under s20B.

Reasons for the tribunal's decision

15. Section 20B of the 1985 Act provides as follows:

20B Limitation of service charges: time limit on making demands.

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

16. The service charge costs were incurred more than 18 months before a demand was served on the Applicant in both the service charge years 2022 and 2023. However, the service charge costs are still recoverable by virtue of s20B subsection (2) of the 1985 Act because the Applicant was notified within the period of 18 months from the beginning of each service charge year (commencing on 1 January 2022 and 1 January 2023 respectively) that those costs had been incurred and that the Applicant would subsequently be required to contribute to them under the terms of her lease. The s20B notices were each accompanied by a variance report setting out the actual costs incurred.
17. As there was no dispute that the s20B notices were served by email on the date specified on the face of the notice, the tribunal finds that the service charge demands with the balancing payment adjustments are “within time” and are not limited from recovery under s20B.

(ii) Service charges for professional fees in the service charge year 2023

18. The Applicant contended that the service charges for professional fees in the service charge year 2023 were not reasonable as they had increased from £1,097 in 2022 to £8,634 in 2023. She referred to the Respondent's Schedule 1 in the Service Charge Expenditure Accounts for the year ending 31 December 2023 which showed those as actual costs for 2022 and 2023. The Applicant was concerned that no detailed breakdown was provided and that it was unclear what those fees covered, beyond ordinary management.

19. Mr Thorne on behalf of the Respondent contended that these fees were for the following:

31.01.2023 – Professional fee for building consultancy services to produce a specification of works relating to roofing works in accordance with S20 Notice of Intention issued 21 December 2022: £6,600 inclusive of VAT

28.03.2023 – Professional fee for works management for gutter repairs and cold-water booster set works: £2,034.17 inclusive of VAT.

20. Ms Thorne identified invoices for both fees in the Respondent's bundle and explained that they were incurred by the building consultancy section of Daniel Watney LLP who was also the Managing Agent for the building. She said that a specification of works for roofing repairs had been drawn up following the s20 Consultation Notice but ultimately the Respondent had decided not to go ahead with the works as the cost was too high and the freeholder considered the reserves were too low.

21. The tribunal asked Ms Thorne whether a copy of the specification of works had been sent to the leaseholders. Ms Thorne said that she did not believe it had been sent out. She confirmed that the specification was not included in the bundle. She said that because the works were put on hold the specification was not sent out with a stage 2 letter. The tribunal asked if the Respondent had received any response to the stage 1 consultation letter and she said she did not know. Ms Thorne confirmed that there was no supporting evidence of the specification of works in the bundle although she believed it would have been issued to contractors.

22. As to the invoice for professional fees for works management of gutter repairs and cold-water booster works (also invoiced by Daniel Watney LLP) Ms Thorne said that the costs were incurred in managing the repairs which arose due to graffiti. The tribunal asked Ms Thorne if there was any supporting documentation in the bundle about the works, or the management of the works, for example communication between the contractors and Daniel Watney LLP, a works contract or a photograph, but Ms Thorne said there was not.

23. Ms Thorne argued that these fees were payable pursuant to Clause 3.2 of the Lease which provides that the service charge includes the following:

3.2 the reasonable fees, charges and disbursements of professionals or persons engaged by the Landlord on such terms as the Landlord considers necessary or desirable from time to time to provide or carry out legal, supervisory, surveying, accounting, auditing, management, administration or rent collecting services or other like services in respect of the Estate, to prepare accounts, statements or valuations or in relation to the provision of the Services or the performance of the Landlord's obligations under this Lease generally

The tribunal's decision

24. The tribunal determines that the amount payable by the Applicant in respect of professional fees in the service charge year 2023 is £0.00.

Reasons for the tribunal's decision

25. The question for the Tribunal is whether the service charge payable is reasonably incurred (Section 19 Landlord and Tenant Act 1985).
26. The Applicant raised a prima facie case that the service charge demanded for professional fees in 2023 was excessive, it having increased from £1,097 in 2022 to £8,634 in 2023 and that the basis for the charge was unclear. The tribunal found that the Respondent failed to rebut the Applicant's prima facie case because it brought no documentary evidence whatsoever in support of the work allegedly carried out, or to explain how these professional fees were incurred.
27. The directions of Mr Jagger dated 16/07/2025 the tribunal required the Respondent to "*disclose copies of all relevant invoices relating to the matters disputed by the tenant in the schedule, together with any other documents (including any colour photographs) upon which the landlord intends to rely*". Save for the two invoices from Daniel Watney LLP itself, the Respondent did not disclose any documents in relation to the charges raised. The tribunal considered that, at the very least, the Respondent should have disclosed and included in the bundle a copy of the "specification", if it existed, so that the Applicant and the tribunal could see how the £6,600 professional fees had been incurred. Similarly, the tribunal considered that the Respondent should have disclosed the guttering and cold-water booster works documentation, along with any correspondence/photographs with respect to this work.

28. Without such supporting documentation, the tribunal found that it was not clear how or why the fees had been incurred; there was no evidence of the alleged building consultancy services or works management having been carried out at all. Notwithstanding the terms of the Lease at clause which permitted recovery, the tribunal was unable to find that the fees were reasonable or reasonably incurred.

(iii) Roofing works and roofing surveys in the service charge year 2023, including a challenge as to s20 failure to consult

29. The Applicant contended that the Respondent had failed to comply with the s20 consultation requirements and that in any event the following costs were unreasonable or unclear.

Roofing works – £29,704

Roofing surveys – £11,706

Measured building survey – £2,389 149

Total: £43,799

30. Ms Thorne on behalf of the Respondent said that the fees were for the following:

Roofing works

31.01.2023: Professional fee for building consultancy services for issuing of tenders to contractors relating to roofing works in accordance with S20 Notice of Intention issued 21 December 2022 – £5,688.94 inclusive of VAT.

15.05.2023: Professional fee for Condition Survey to include Mechanical, Electrical & Plumbing Site Survey relating to roofing works in accordance with S20 Notice of Intention issued 21 December 2022 – £2,710.50 inclusive of VAT.

28.09.2023: Professional fee for building consultancy services at tender report stage relating to roofing works in accordance with S20 Notice of Intention issued 21 December 2022 – £21,304.72 inclusive of VAT.

Roofing Surveys:

03.04.2023: Professional fee for M&E validation report relating to roofing works in accordance with S20 Notice of Intention issued 21 December 2022 – £11,706 inclusive of VAT.

Measured Building Survey:

06.02.2023: Professional fee for measured survey – £2,160 inclusive of VAT.

22.08.2023: Professional fee for measured height survey – £229.20 inclusive of VAT.

31. Ms Thorne argued that the s20 consultation requirements did not apply because no s20 works had been carried out. The invoices related to professional fees required to produce tenders for roofing works.
32. The tribunal asked Ms Thorne how many contractors had bid for the roofing work and who had produced tenders. Ms Thorne responded that she did not know. She confirmed that there was no documentary evidence in the bundle to or from the alleged contractors, no tender report or other correspondence relating to the issuing of tenders for the sum of ££5,688.94.
33. Ms Thorne identified one invoice in the bundle from Unora Consulting dated 03/04/23 for £2,710.50 for fees associated with the site survey and production of MEP scope of works for tender issue. The tribunal asked if a copy of the site survey or any associated documentation had been included in the bundle and Ms Thorne said it had not.
34. Ms Thorne sent through during the lunchbreak (as the wrong invoice had been disclosed and included in the bundle) an invoice from David Watney LLP in the sum of £21,304.72 for Professional fees for Contract Administration and Principal Designer Services in relation to the Roofing Works at the subject property. The tribunal asked if there was any supporting documentation or statement showing the work allegedly carried out and Ms Thorne confirmed there was not.
35. Ms Thorne sent through during the lunchbreak (as the invoice had not been disclosed or included in the bundle) an invoice from Beacon Group in the sum of £11,706 for various validation works and a written report. Ms Thorne confirmed that there was no supporting documentation or statement about the purpose of this alleged work and the written report had not been disclosed.
36. Ms Thorne identified an invoice for the professional fee for measured survey in the sum of £2,160 from DCADD but accepted that it did not specify that this was for roofing works. There was no explanation as to the purpose of the measured building survey and no supporting document (or survey report).

37. Ms Thorne submitted that the Karntek invoice in the sum of £229.20 was for fire safety and not roofing works.
38. Ms Thorne confirmed that no roofing works had been carried out as the cost was too high and the freeholder considered the reserves were too low.

The tribunal's decision

39. The tribunal determines that the amount payable by the Applicant in respect of roofing works and roofing surveys in the service charge year 2023 is £0.00.

Reasons for the tribunal's decision

40. The tribunal does not find that the Respondent failed to comply with the s20 consultation requirements. The Respondent started a consultation procedure but ultimately stopped after the stage 1 letter because it made the decision to suspend the roofing works in order to build up the reserves.
41. However, the tribunal finds that the service charges demanded in respect of roofing works and roofing surveys were not reasonably incurred.
42. The Applicant raised a prima facie case that the service charge demanded for roofing works was unclear, there being no supporting evidence. The tribunal found that the Respondent failed to rebut the Applicant's prima facie case because it provided no documentary evidence whatsoever to demonstrate the work done, or to explain how or why these professional fees were incurred for roof works which did not go ahead.
43. The directions of Mr Jagger dated 16/07/2025 the tribunal required the Respondent to "*disclose copies of all relevant invoices relating to the matters disputed by the tenant in the schedule, together with any other documents (including any colour photographs) upon which the landlord intends to rely*". Save for the invoices themselves, the Respondent did not disclose any documents in relation to the charges raised. The tribunal considered that, at the very least, the Respondent should have disclosed and included in the bundle copies of the alleged reports and a statement setting out the purpose of the alleged work done, along with any correspondence/photographs.
44. Without such supporting documentation, the tribunal found that it was not clear how or why the fees had been incurred; there was no evidence of the alleged roofing works or surveys having been carried out at all.

(iv) Service charges for management and related costs in the service charge year 2023

45. The Applicant contended that in 2023, leaseholders were charged a management fee of £10,394, an accounting fee of £1,200 and a health & safety management fee of £2,100, making a total of £13,694, before adding professional fees. She contended that this appeared disproportionate for a single block and risked duplication of services, especially given that the cleaners only cleaned the communal areas. In particular, she challenged the PAT test Future Lighting invoice for £150 on the basis that it was for portable appliances that were the responsibility of the landlord.
46. The Applicant did not have any comparative quotes or basis for her contention that the costs were not proportionate.
47. Ms Thorne on behalf of the Respondent contended that the management fee was for Daniel Watney LLP's management of the property in the sum of £8,661.85 +VAT (£10,394.22 inclusive of VAT), which increased in accordance with RPI annually.
48. She submitted that the accounting fee was for Webster's production of the service charge accounts in the sum of £1,260 inclusive of VAT.
49. As to health & safety management, Ms Thorne said the following cost items were incurred in year-end 2023:
- a) Water Risk Assessment - £630 inclusive of VAT
 - b) Health, Safety & Fire Risk Assessment - £594 inclusive of VAT
 - c) Lightning Protection Test - £187.20 inclusive of VAT
 - d) Building Registration with HSE - £251
 - e) Installation of PIB for Building Safety Act requirement - £1,400.40 inclusive of VAT
 - f) Deposit for FRAEW survey - £4,704 inclusive of VAT
 - g) Annual PAT - £150 inclusive of VAT
50. Invoices for each item were in the bundle, save for the FRAEW survey deposit invoiced which Ms Thorne provided over the lunchbreak. She said the building was high-risk and there were significant compliance costs and routine checks. The management fee covered the management of these items.

The tribunal's decision

51. The tribunal determines that the amount payable by the Applicant in respect of management and related costs in the service

charge year 2023 is her apportioned amount of the total sum of £13,694.

Reasons for the tribunal's decision

52. The tribunal does not find that the Applicant has made out a prima facie case that the service charges for management and related costs are not reasonably incurred. The health and safety management costs incurred are a necessary part of building safety and do not appear excessive. The Applicant did not provide alternative quotes. Similarly, the management and accounting fees are necessary costs which do not appear excessive; the Applicant did not have alternative quotes.
53. The landlord is not required to obtain the cheapest possible management and accounting fees on the market.
54. As to the portable appliances which were the responsibility of the landlord, the tribunal finds that this refers to communal portable appliances as opposed to personal portable appliances. It does not mean the landlord cannot pass the cost of such maintenance onto the leaseholders under the terms of the Lease.

(v) Cleaning and environmental charges in the service charge years 2022 and 2023

55. The Applicant contended that the charges had increased compared to the budget. In 2022 they were £6,963 (budget £4,000); in 2023 they were £5,431 (budget £4,000). She contended that the standard of cleaning on site had been poor and provided some photographs.
56. In its statement of case the Respondent contended that in 2022 the cleaning contract costs across the whole building totalled £9,139.02 against a budget of £5,250. Under Schedule 1 (the estate), the cleaning contract cost was 76.19% of the whole building cost, which equated to £6,963.16 inclusive of VAT per annum.
57. In 2023 the cleaning contract costs across the whole building totalled £4,718.40 against a budget of £5,250. Under Schedule 1 (the estate), the cleaning contract cost was 76.19% of the whole building cost, which equated to £3,594.97 inclusive of VAT per annum.
58. The Respondent asserted that additional cleaning costs in 2023 (taking the cost up to £5,431) included window cleaning - £1,440 inclusive of VAT, and ad-hoc rubbish clearance/bin store cleaning – a total of £366 inclusive of VAT.

59. Ms Thorne provided all the cleaning invoices over the lunchbreak as several were missing from the bundle. She said that the additional charges in 2023 included window cleaning and jet-washing of the bin store, which were in the bundle.

The tribunal's decision

60. The tribunal determines that the amount payable by the Applicant in respect of cleaning and environmental charges in the service charge years 2022 and 2023 are her apportioned amount of £6,963 and £5,431 respectively.

Reasons for the tribunal's decision

61. The tribunal does not find that the Applicant has made out a prima facie case that the service charges for cleaning and environmental charges are unreasonable. Cleaning and environmental charges are a necessary part of building management and they do not appear excessive. The Applicant did not provide alternative quotes and the tribunal was not persuaded, based on the Applicant's evidence, that the cleaning was inadequate. The Respondent provided all the cleaning invoices, albeit belatedly, which showed the monthly charge as well as the additional window cleaning and jet wash costs.
62. It is not unusual for services charges to be higher compared to the budget. The landlord is also not required to obtain the cheapest possible cleaning and environmental fees on the market.

(vi) Fire safety and health and safety in the service charge years 2022 and 2023

63. The Applicant asserted that the fire safety works in 2022 were £9,582; in 2023 they were £7,963. She asserted that health & safety costs rose sharply in 2023 to £7,917, compared to £1,418 in 2022. She contended there was no evidence of what additional works were undertaken or why costs had risen fivefold, making the costs unreasonable.
64. Ms Thorne on behalf of the Respondent asserted that the year-end fire safety costs in 2022 were for:
- Weekly fire alarm testing
 - Monthly emergency lighting testing
 - Annual Service of emergency lighting
 - Annual fire alarm servicing and monitoring
 - Annual fire extinguisher servicing

Total: £7,871.70 inclusive of VAT. There was an additional cost for unplanned fire alarm repairs: £1,710 inclusive of VAT.

65. The health & safety expenditure was under budget in 2022.
66. Ms Thorne asserted that in 2023 there was a fire safety budget of £7,500 against expenditure of £7,962.60. The year-end 2023 costs were for the same items as 2022 totalling £7,044.60 inclusive of VAT. There was an additional cost for unplanned replacement AOV batteries which was £918 inclusive of VAT.
67. The health & safety costs were those listed in paragraph 49 above. The FRAEW survey deposit costing £4,704 had caused the significant increase in costs in 2023.

The tribunal's decision

68. The tribunal determines that the amount payable by the Applicant in respect of fire safety in the service charge years 2022 and 2023 are her apportioned amount of £9,582 and £7,963 respectively.
69. The tribunal determines that the amount payable by the Applicant in respect of health and safety in the service charge years 2022 and 2023 are her apportioned amount of £1,418 and £7,917 respectively.

Reasons for the tribunal's decision

70. The tribunal does not find that the Applicant has made out a prima facie case that the service charges for fire safety are unreasonable. Fire safety is an essential part of building management and the costs do not appear excessive. The Applicant did not provide alternative quotes. The Respondent provided all the fire safety invoices, albeit belatedly, showing the works carried out. The landlord is not required to obtain the cheapest possible cleaning and environmental fees on the market.
71. As for health and safety expenditure, the tribunal was satisfied that the significant increase in fees was due to the deposit paid for the FRAEW (Fire Risk Appraisal of External Walls) survey.

The payability and reasonableness of the balancing payment adjustment demanded on 23/07/24 for the service charge year 2022 and on 29/04/25 for the service charge year 2023, given lack of tender evidence

72. This item was dealt with as part of items (ii) and (iii).

Application under s.20C and refund of fees

73. The Applicant did not seek a refund of the fees that she had paid in respect of the application/ hearing.

74. In the application form and at the hearing, the Applicant applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the Respondent's failure to provide numerous relevant invoices until the day of the hearing and its failure to disclose essential documents such as the specification and the survey reports, the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass onto the Applicant any of its costs incurred in connection with the proceedings before the tribunal through the service charge. The tribunal notes that the Respondent was not legally represented at the hearing.

Name: Judge Moate

Date: 20 January 2026

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).